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California.
Land pamphlets vol. 2.

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THE SETTLER'S GUIDE,

CALIFORNIA STATE

CONTAINING THE

PRE-EMPTION LAWS,

AND LAWS OF CONGRESS IN RELATION TO

Locating School Land Warrants;

ALSO,

THE SWAMP LAND ACT,

AND A SYNOPSIS OF THE STATE LAW ON THE SAME SUBJECT,

TOGETHER WITH

THE MILITARY BOUNTY LAND ACT,

WITH FORMS, &c., FOR LOCATING AND ASSIGNING THE WARRANTS.

GEORGE W. GIFT, EDITOR,

STOCKTON:
PRINTED BY RASEY BIVEN,
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SECOND EDITION.

Entered according to an Act of Congress, in the year 1857, by
GEORGE W. GIFT,
in the Clerk's Office of the U. S. District Court, for the Northern District of
California.

CALIFOR

THE SETTLER'S GUIDE.

CHAPTER I.

PRE-EMPTIONS.

An individual claiming the right of pre-emption, must be: A citizen of the United States, or one who has filed his declaration to become a citizen, at the time of the settlement upon which his claim is based; the head of a family, (a married man, or widow, or a single man over or under twenty-one years of age, upon whom some one is depending, either as brother, sister, relative, or servant;) an *inhabitant* of the tract sought to be entered, upon which, *in person*, he or she shall have made a settlement, and erected a *dwelling house*, cultivated the land, and performed such other acts in relation thereto, as to show that a settlement in *good faith* has been made. No person the owner of three hundred and twenty acres of land in any State or Territory in the United States, can obtain the benefit of the pre-emption laws.

Settlements upon unsurveyed lands are authorized, if made prior to the 1st of March, 1856; after that time they are illegal. In cases where settlements have been made upon unsurveyed lands, and it is ascertained (after the return of the official township plat to the Land Office,) that the tract sought is on the Sixteenth or Thirty-Sixth Section, reserved for School purposes, the right of pre-emption will attach, and other lands must be selected instead.

Settlers upon Mexican grants will be entitled to right of pre-emption, if such grants are declared invalid by competent authority.

Settlers are required to file with the Register of the Land District in which they may reside—as the initiatory step toward procuring a title from the United States—their declaratory statements, or a written or printed notice of their claims, setting forth therein the social relations of the claimant; whether he be a native-born or naturalized citizen, together with the precise day of settlement, and a description of the land, i.e., part of Section, No. of Section, No. of Township, and No. of Range. The law prescribes that these statements must be filed: by parties on unsurveyed land within three months after filing of the Township plat in the Register's Office, and upon surveyed lands within three months after settlement. This is for cases where the land has not been offered at public sale, and thus rendered subject to private entry; but when the land has been offered at public sale, and rendered subject to private entry, within thirty days after settlement, and in the latter case it is unlawful for an individual who has once filed a declaratory statement for one tract of land, to file at any future time a second declaration for another tract.

With the filing of the declaratory statements, the Settler's duty is performed, until the President of the United States, by proclamation, shall give notice—which must be advertised for six months prior to the sale—of the public sale of the Government Lands. Then a person bringing himself within the requirements mentioned at the commencement of this article, can enter by legal sub-divisions* any number of acres not exceeding one hundred and sixty, or a quarter section, notwithstanding its quantity may be a few acres more or less than one hundred and sixty acres, including his residence. Before entering he must prove to the satisfaction of the Register and Receiver, by one or more respectable witnesses, the following facts: his right to citizenship, his social position, whether married or a single man, and over twenty-one years of age, or under twenty-one years of age, and having some relation or servants depending upon him, etc., which constitute the "head of a family;" the time of commencement of the settlement, and the manner and extent of continuance; that the land is not within the limits of any incorporated town or village; nor within one mile of any military post; that there are no known mines or salines on it; that it is used solely for the purposes of agriculture and not trade; and that the claimant has made a *bona fide* settlement in good faith, to avail himself legitimately of the benefits of the pre-emption law, and not for speculation. The proof, that is the affidavits of witnesses, may be taken before any officer authorized to administer oaths, when, by reason of distance, sickness, or other causes, the witnesses can not come before the Register and Receiver, but otherwise they must come before these officers. After producing the required "proof," the claimant is then called upon to subscribe, before the Register or Receiver, duplicate affidavits, to the effect that he is not the owner of three hundred and twenty acres of land in any State or Territory, and that he has not settled upon and improved his claim on speculation, nor made any contract whereby any person save himself shall acquire any benefit from the title he expects to obtain from the United States. These acts having been performed, the settler then makes written application to the Receiver for the purpose of making payment for his land, at the rate of one dollar and twenty-five ecnts per acre. From the Receiver he obtains receipts receipts, which are presented to the Register, who takes up the original, and issues a *Certificate of Purchase*. The Register, at the end of each month, forwards to the General Land Office at Washington, an abstract of the names of the parties who have made entries, a description of the tract located, the affidavit, certificate of purchase, and "proof" of each party, together with the Receiver's original receipt for the money paid. If, after due examination by the Department, it is ascertained that the law has been complied with, and that there is no conflicting and better claim to the land, a *Patent* is issued, signed by the President of the United States, which is forwarded to the Register. The settler then presents to that officer the Receiver's duplicate receipt, and receives his patent. Payments may be made for pre-emption claims, whether on *offered* or *unoffered* lands, by Military Bounty Land Warrants, reckoning the warrants at one dollar and twenty-five cents per acre, for the quantity therein specified, whether the land so claimed is at the usual or enhanced minimum. Should the area of the tract claimed exceed the amount called for in the warrant, or the land located be held at a higher rate than one dollar and twenty-five cents per acre, then in either case the difference must be paid in cash.

Under a recent decision of the Commissioner of the General Land Office, parties residing on surveyed public lands, who have met the requirements of the law, as regards settlement, occupancy, etc., are privileged to come forward and prove up their claims, and make payment therefor at any time, without regard to the lands being advertised for sale or not.

The rights of parties who shall have died before consummating their claims, are provided for. The Register and Receiver are authorized, if proper "proof" of such right is filed, and payment made by the executor, administrator, or one of the heirs, during the time prescribed by law, to admit the entry in the name of "the heirs." A patent on such entry will cause the title to inure to said "heirs," and all of them, as if their names had been specifically set forth. However, the party making the entry must subscribe the usual affidavit required of the pre-emptors.

No right can be jeoparded by reason of a vacancy in the office of Register or Receiver. If, on account of such vacancy, the settler shall not be able to file the proper papers, required by law to be filed within certain times, he is authorized so to do after the office shall have been filled.

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* Legal sub-divisions have been construed to mean forty acre tracts or fractions, adjoining.

Only one person on a quarter section of land is protected by the law, and that is the one who made the first settlement, provided he shall have complied with the requirements of the laws. This has reference exclusively to *surveyed* lands; for it was never intended to authorize the first settler on *unsurveyed* lands, to take a *technical* quarter section, irrespective of the rights of subsequent settlers who shall find themselves upon the same quarter section, after the plat shall have been returned. Both parties have their rights; and each are entitled to enter the smallest sub-divisions—forty acre tracts—so as to cover the land which includes their improvements. And even in cases of parties on the same quarter section of surveyed lands, wherever *equity* demands it, the land must be divided; but no division can be made where the last settler *knew* of the claim of the first occupant, i. e., received some knowledge from the first occupant, of the bounds of his claim; or when the first occupant shall have filed his declaration prior to the settlement of the last person. This shows the importance of filing the declaratory statement *immediately* after locating the claim. The existence of each claim is indicated on the township plats by the Register, who marks a X with red ink, on the spot claimed; and also the number of the declaratory statement; all subsequent settlers are thus notified of the rights of others, if they take the trouble to ascertain. By this method much litigation and unnecessary trouble might be saved. Every settler should certainly be willing to respect the rights of his neighbor, and should endeavor to meet him half way. Law-suits about public lands should be avoided, when there are so many thousands and hundreds of thousands of acres of the finest lands in the world lying wild, without claimant or occupant.

No person who shall quit or abandon his residence on his own land, to reside on the public land, is entitled to the right of pre-emption.

No assignments or transfers of pre-emption rights can be recognized, of entries made with *cash* or *Revolutionary Scrip*. The patents must issue to the original claimants; but when the claim has been located by an individual *not* a pre-emptor, by a *Military Land Warrant*, made assignable by act of Congress, the certificate of location may be assigned, and the patent will issue to such assignee. It is held, however, that when the local law authorizes the sale of a pre-emption right by the Sheriff, and the law has been pursued, the sale conveys the right, and the purchasers may demand patents. But this cannot apply to a *tax sale* made by the Sheriff.

In cases of conflict, the intentions of all the laws of Congress, and the opinions of the various heads of Departments seem to be a desire to simplify the whole matter, and to extricate the hardy farmer from the various toils and windings of courts and litigation. In fact, it partakes very little of the "Circumlocution Office." When adverse claims shall be made to the same tract, each claimant must be notified of the time and place of taking testimony, and allowed to cross-examine all witnesses. Each party may produce counter-proof, which is subject to cross-examination. The notice to adverse claimants should be in writing, and served in time to allow at least a day for each twenty miles the party may have to travel to the place of taking testimony. The proof must consist of a simple detail of facts, and not statements in general terms, involving conclusions of law. It is the exclusive province of the Register and Receiver to determine, from the facts, the legal conclusions arising therefrom. A witness should not state that the claimant is the "head of a family," but should state the *facts* upon which his assertion is based. One witness might conscientiously say that a minor son, living with a widowed mother, was the "head of a family;" while in a case, similar in point of fact, another witness, equally conscientious, might testify that the widowed mother was the "head of a family." Should this be permitted, no uniform construction of the law could be arrived at. The witnesses must simply state what constitutes the claimant the "head of a family," etc., the facts respecting the settlement in person, (no settlement can be made by proxy,) inhabitancy and personal residence, the time of commencement, the manner and extent of continuance, as well as the apparent objects, etc. All the testimony must be reduced to writing, and signed by the witnesses. If either party should be dissatisfied with the decision of the Register and Receiver, they may appeal to the Commissioner of the General Land Office, to whom all the original papers, testimony, &c., are forwarded; his decision is final, so far as the Departments are concerned. The affidavit of the *claimant,* in reference to the fact of settlement, should not be received, and can form no part of the "proof" in reference thereto. No Military Bounty Land Warrant can be located upon the public lands, without occupancy, until after the same shall have been offered at public sale, and thus rendered subject to private entry.

THE FOLLOWING LANDS ARE RESERVED FROM PRE-EMPTION.

The lands occupied as Towns and Villages are not subject to sale, nor can they be appropriated by settlers. *But the* WHOLE *of such Lands,* whether settled upon, before or after the survey of the same, shall be entered by the Board of Supervisors of the County, or the Mayor of the City, for the benefit of the occupants. The division of such land among the occupants is regulated by act of the Legislature of the State.

Lands included in any reservation, by treaty, or law, or proclamation of the President of the United States; Lands reserved for support of Common Schools, except as to Sections 16 and 36, on *unsurveyed* lands, as hereinbefore mentioned; Any Indian Reservation, made by competent authority; Lands granted to Railroads or Canals; Lands within the limits of any Incorporated Town or Village; Every portion of the Public Domain, selected as a Town Site; Every parcel or portion of the Public Land actually occupied for the purposes of Trade *and not Agriculture;* All lands on which are situated any known Salines or *Mines;* Lands in the occupation of any Indian Tribes; Lands selected for a Military Post, or *within one mile of such Post.*

CHAPTER II.

STATE SELECTIONS.

The act of 4th of September, 1841, grants to the State of California Five Hundred Thousand Acres.

The act requires the selections to be "in parcels conformably to sectional divisions and sub-divisions of not less than three hundred and twenty acres in any one location," &c.

Under this requirement, a selection may include a *whole* section or a *fractional* section, or an island containing three hundred and twenty acres, more or less; provided the State, where the quantity is less than the prescribed number of acres, will agree to accept the same for and in lieu of a tract containing the full quantity of three hundred and twenty acres, but not otherwise.

Or it may embrace—The *east, west, north,* or *south* half of a section, or two *adjoining quarters* of different sections, or any number even of the smallest legal sub-divisions of different sections; *provided* the tracts selected *adjoin* each other, and form *compact* parcels, containing together not less than three hundred and twenty acres.

The selections must be based upon the official township plat of the public surveys, which are required, for thirty days prior to, to be approved by the Surveyor General, and on file in the Local Land Office at the time of filing the selection.

The law allows selections to be made upon public lands, whether offered or unoffered. But no State selection is admissible upon any land to which a pre-emption or other valid claim shall be legally established, nor on any land which "is or may be reserved from sale by any law of Congress, or proclamation of the President of the United States," nor upon any tract which is reserved or withdrawn from market for any purpose whatever.

The selecting agent of the State should file, in the Land Office, an authenticated copy of his letter of appointment, or other satisfactory evidence of his authority. And it is important and necessary that he should make such careful and thorough preliminary examinations as will enable him to select lands to which there may exist no valid claim by pre-emption or otherwise; and to avoid the embarrassments and delays consequent upon such conflicts, the Register is also required to examine the plats, records, and papers in his office, before the lists of lands so selected are filed, and see that such selections are in all respects free from such objections.

If, notwithstanding such precaution, the State shall hereafter select lands which shall be found to be interfered with by any prior and better claim or claims, the selection to the whole extent of such claim or claims will, of course, be null and void; and if such valid claim or claims shall only extend to a part of the selection, by the rejection of which the remaining portion or portions shall be reduced to one or more detached bodies below the quantity of 320 acres, the part or parts not interfered with may nevertheless be confirmed, provided the State will accept each detached parcel which may thus be reduced to less than 320 as equivalent to and in lieu of the full quantity of 320 acres; otherwise such parts or parcels will be rejected on the ground of the land not forming the compact parcel required by law.

When selections are reported to the General Land Office which are found to conflict with declaratory statements of pre-emptors, the approval of that part of the selection thus covered by such statement, together with such portion as may not be interfered with, but which would be less than 320 acres if the part covered by the declaration should be confirmed to the claimant, will be suspended to await the final result of the pre-emption claims, which if not established at the expiration of the period allowed by law, the selection of the State will then be approved.

Should a tract of land be selected by the State, and rejected on the ground of not forming the compact parcel required by law, it is no bar to its being re-selected, provided other land not interfered with is selected in connection with it, so as to form the compact parcel of 320 acres, or more, as the case may be. Should such re-selections be made, they are required to be embraced in an entire new list, bearing the number of the series at the time of such re-selection.

The date when the warrants are filed in the Register's Office, and the simultaneous application to enter, becomes the date of the selection by the State's agent; it follows, therefore, that no one 160 acre warrant can be located, as the law requires the selection to be made in parcels of not less than 320 acres. Two or more 160 acre warrants, however, though in different hands, may be located at the SAME INSTANT OF TIME upon contiguous lands. Thus two or more warrantees may make conjoint application to enter a body of land equal to the value of their warrants, but a holder of one 160 acre warrant, cannot at a later period, *even of the same day*, locate a tract, though it may be contiguous to land previously located. The Register is authorized to issue to locators a certificate of the fact, upon which, it is supposed, the State will issue patents to the holders, after the locations shall have been examined by the Department at Washington, approved, and certified to, the lands will be certified to the State.

ACT OF SEPTEMBER 4, 1841.

SEC. 8. *And be it further enacted*, That there shall be granted to each State specified in the first section of this act, Five Hundred Thousand Acres of Land, for purposes of Internal Improvement: *Provided*, That to each of the said States which has already received grants for said purposes, there is hereby granted no more than a quantity of land which shall, together with the amount such State has already received as aforesaid, make five hundred thousand acres; the selections, in all of the said States, to be made within their limits, respectively, in such manner as the Legislatures thereof shall direct, and located in parcels, conformably to sectional divisions and sub-divisions, of not less than three hundred and twenty acres in any one location, on any public land except such as is or may be reserved from sale by any law of Congress or proclamation of the President of the United States: which said locations may be made at any time after the lands of the United States in said States, respectively, shall have been surveyed according to existing laws. And there shall be, and hereby is, granted to each new State that hereafter shall be admitted into the Union, upon such admission, so much land as, including such quantity as may have been granted to such State before its admission and while under a Territorial government, for purposes of internal improvement as aforesaid, as shall make five hundred thousand acres of land, to be selected and located as aforesaid.

FORM OF LOCATION.

UNITED STATES LAND OFFICE, 185

I hereby apply in behalf of the State of California for the following described tract of land: (Write out description of land in full, in a legible hand, using no figures,) selected for said State under the 8th Section of the Act of Congress, entitled "An Act to appropriate the proceeds of the sales of the public lands, and to grant pre-emption rights," approved 4th of September, 1841.

The said tract selected contains ———— acres, which I agree, as agent of said State, to accept for and in lieu of the full amount of ———— acres.

————————————

I, —— ——, Register of the Land Office aforesaid, do hereby certify that the above selection was made on the day and date above mentioned, and at — o'clock — M; that the same is correct, and no valid claim is known to exist. [If two 160 acre warrants are used, add: And I further certify that this selection, and selection number ——, under warrant number ——, were made at the same instant of time.

———————— Register.

REGISTER'S CERTIFICATE.

Land District of California. *No.* ——

THE WARRANTS CALL FOR ———— ACRES.

UNITED STATES LAND OFFICE, ———— ——— 185

It is hereby certified, that —— —— has this day located at this office, (write out the description of the land in full,) containing ————, acres, under Land Warrant No. ——, issued under the Act of the California Legislature, approved the 3d day of May, 1852, in part satisfaction of the grant made by the 8th Section of the Act of Congress, approved the 4th of September, 1841, entitled "An Act to appropriate the proceeds of the sales of the public lands, and to grant pre-emption rights."

Taken for ———— acres.

———————— Register.

CHAPTER III.

SWAMP AND OVERFLOWED LANDS.

By the act of 3d of March, 1857, all settlements made on Swamp and Overflowed Lands prior to its passage, will attach, and the settler, if he so desires, will receive a patent from the United States, and the State will receive the money, if cash is paid, or other land if payment be made with Military Bounty Land Warrants.

If the settler insists that the land is *not* swamp and overflowed, he must file, with the proper Register, notice of his claim, and evidence to that effect; which will be forwarded to the Commissioner of the General Land Office for his decision thereon.

AN ACT to confirm to the several States the Swamp and Overflowed Lands, selected under the Act of September 28th, 1850, and the Act of 2d of March, 1849.

Be it enacted by the Senate and House of Representatives of the United States of America, in Congress Assembled:

That the selections of Swamp and Overflowed Lands, granted to the several States by the Act of Congress, approved September 28th, 1850, entitled "An act to enable the State of Arkansas and other States to reclaim the Swamp Lands within their limits." and the Act of the 2d of March, 1849, entitled "An act to aid the State of Louisiana in draining the Swamp Lands therein," heretofore made and reported to the Commissioner of the General Land Office, so far as the same shall remain vacant and unappropriated, and not interfered with by an actual settlement under any existing law of the United States, shall be, and the same are hereby confirmed, and shall be approved and patented to the said several States, in conformity with the provisions of the act aforesaid, as soon as may be practicable after the passage of this law. *Provided, however*, That nothing in this act contained shall interfere with the provisions of the act of Congress, entitled "An Act for the Relief of Purchasers and Locators of Swamp and Overflowed Lands," approved March 2d, 1855, which shall be, and is hereby continued in force, and extended to all entries and locations of lands claimed as Swamp Lands, made since its passage.

Approved March 3d, 1857.

LOCATION OF SWAMP AND OVERFLOWED LANDS.

Under the act of the California Legislature, approved April 28th, 1855, (Chapter CLI., p. 189, Stat. of '55,) the Swamp Lands of the State are offered for sale at the rate of one dollar per acre. Any person wishing to become a purchaser shall, after filing an affidavit in the County Recorder's Office to the effect that there is no known legal claim to the same, cause the lands desired to be surveyed by the County Surveyor, whose duty it is to make a plat of the survey and file the same, together with the field notes, with the Surveyor General of the State, within ninety days after the survey is made. The purchaser must also have the same recorded in the County Recorder's Office within thirty days. It is the duty of the Surveyor General to transmit a copy to the Secretary of State. Prior to record in the County Recorder's office, the purchaser must pay the County Treasurer for the land, taking his receipt for the same, which must also become a matter of record. Payments may be made in cash or legal evidences of indebtedness against the State. However, purchasers, if they so desire it, are entitled to a credit of five years, provided they pay interest on the amount of purchase money, at the rate of ten per cent per annum, payable yearly *in advance*. Payments to be made and receipts taken and recorded in the same manner as the principal. The County Treasurer is compelled to transmit to the State Treasurer, at the same time that he pays over to the State her revenues, a certificate, showing the name of the purchaser, the amount of land purchased, and the amount paid therefor, whether as *principal* or *interest*. Thereupon the State Treasurer certifies the same to the Secretary of State, whose duty it is to issue a *certificate of purchase*. The interest commences to accrue from the date of the certificate of purchase. No one person can become the purchaser of more than 320 acres. The following lands are exempt from the operations of the act:

Lands situated within ten miles of the cities of San Francisco, or San Diego; or within five miles of the cities of Sacramento, Marysville, or Oakland; or within one mile of any other *incorporated* city or town within this State; or within one mile of the Sacramento River, from its mouth to the mouth of Feather River; or any land belonging to this State by virtue of its sovereignty, below the line of ordinary high tide water, on the sea shore, or the shores of the harbors of this State.

Upon the certificate of purchase, when full payment is made, the Governor is authorized to issue a patent. Expenses accruing for the survey of lands must be paid by the purchaser. For the issue of patent the purchaser must pay to the Library Fund, $1.

CHAPTER IV.

LOCATIONS AND TRANSFER OF MILITARY BOUNTY LAND WARRANTS.

By the 4th section of the act of Congress, approved 3d March, 1855, (a copy of which is hereunto appended,) it is directed "That said certificates or warrants may be assigned, transferred, and located by the warrantees, their assignees, or their heirs at law, according to the provisions of existing laws regulating the assignment, transfer, and location of Bounty Land Warrants."

Under the proper head, forms will be found for the assignment or transfer and location of such warrants.

Pre-emptors settled upon lands subject to sale at the ordinary minimum, can locate the land to which they have pre-emption rights, with warrants under said act of 3d March, 1855, whether such lands have or have not been offered at public sale; but this privilege, as to *unoffered* lands, extends to no other holders of these warrants, except those who are also pre-emptors.

Each warrant is to be distinctly and separately located upon a *compact* body of land, consequently the assignee of various warrantees cannot locate a body of land with a number of warrants, without specifying the particular tract or tracts to which each shall be applied; and for each warrant there must be a distinct location, certificate, and patent.

The following embrace every case of difficulty arising in Assigning or Locating Warrants:

1st. Upon assignments not written on the back of said warrants, or by virtue of powers of attorney not so written, as required by law.

2d. Where, by reason of prior assignments, no further room exists on the warrants, subsequent assignments appear on *separate* pieces of paper, instead of being attached thereto in such a way as to show their execution to have been effected with the warrants before the proper officers certifying to the acknowledgments thereof.

3d. Upon assignments by *minor warrantees,* without proof of the *time* when they attained their majority.

4th. Upon assignments by *guardians* of minor warrantees, or of *minor heirs of deceased warrantees or assignees,* without proof of guardianship, or of authority from the proper court for the sale of the real estate of their wards, and in case of the heirs of such deceased warrantees or assignees, without proof of such death, the time when, and that the persons named are the heirs, and *only* heirs at law, of the decedent.

5th. Upon assignments executed by administrators or widows of deceased warrantees, neither of whom has any right to assign the same, except in the States where the administrator of an intestate is invested, by statutory provision, with power to alienate the real estate of his intestate, and then only for division and not for the payment of debts contracted prior to the issue of the patent.

6th. Upon assignments unattested by two witnesses, or, without the proper certificate that the assignor was well known to the justice of the peace, or notary public, or other officer taking the acknowledgement, or without the proper evidence that the justice of the peace, or notary, or such other officer, was such *at the time*, and that his signature *is genuine*.

7th. Upon assignments executed by *females*, without evidence, when *femmes sole*, that they were twenty-one years of age, and when *femmes covert*, without a union in such assignments by their husbands.

8th. Where two assignments exist—one made to one person, but before a perfection of the acknowledgment thereof, a second assignment is executed to another, without any satisfactory explanation as to the first.

9th. Upon assignments where the blank is not filled with the name of the assignee who locates.

10th. Upon assignments where the name of the assignee is inserted in the place occupied by the erased name of a prior assignee, or by an interlineation thereof above such erasure.

11th. Upon assignments executed by a commissioner, or other designated person, alleged to be acting under a decree of a court, without the requisite evidence of his authority as such, and that the decree embraced the property assigned.

12th. Upon assignments by executors, without a duly certified copy of the will, showing that power to sell was conferred on such executor.

13th. Where certificates of location are unsigned by the parties locating.

14th. Without oaths of identity where warrantees or guardians of minors locate for their wards.

15th. Locations by attorneys of assignees, without the powers of attorney accompanying the location.

16th. The locations made by a person whose name entirely differs from that in the assignment, sometimes in the christian name, at others, in the orthography of the surname, and at others, in the presence or absence of an initial letter in a middle name or otherwise.

The Registers are strictly enjoined to refuse any location where either of the foregoing objections, or others of a like character, exist, requiring every applicant to have his warrant perfected in every respect, so that no subsequent action may be necessary for that puspose.

Should errors or irregularities, such as those above mentioned, occur, in all the instances herein enumerated, except the 8th and 10th, the mere statement of the defect carries with it the requisite knowledge of the method of amendment, viz: by supplying the omission.

In reference to the first of said exceptions, (No. 8,) the assignor should, in the subsequent assignment, refer to the first one executed, and specify a satisfactory reason for the exception of the second. In reference to the latter of said exceptions, (No. 10,) there should be an acknowledgment from the person whose name was erased, that it had been erroneously inserted therein, and erased with his knowledge and consent, and that he claimed no right or interest in the warrant; when such person cannot be found, an assignment, possessing the defect under consideration, will not be respected by the General Land Office, unless the validity thereof is satisfactorily affirmed by a court of competent jurisdiction. No such erasure and substitution should be made in any case, but the chain of title perfected by a regular assignment; and land officers are therefore prohibited from sanctioning, as heretofore, such alterations in their presence by the parties interested, it being easier and entirely free from objections which may be urged to the other course, for the parties to perfect the chain of title desired, in the regular mode, than first to commit the error referred to, and then furnish the requisite evidence of its correction, amounting in fact to a regular assignment.

Where Military Warrants shall issue to persons who *died before or after the date of the warrants*, the following general principles governing in such cases, are given:

1st. Where a soldier shall have died before the date of the warrant, it is a nullity, and should be surrendered to the Pension Office, with a view to the issue of a new one to the widow, if one exists, and if not, to the minor children of the soldier, *in whom alone exists the right to such warrant*, in the respective instances cited.

2d. Where the soldier shall have died after the date of the warrant, and before its location or sale, the property therein descends to his heirs-at-law, *who alone have the right to locate or dispose of the same*, unless express provision is made in the will of said decedent, in which case it follows, of course, the special devise so made. Proof must be submitted of the demise of the warrantee, and the date when, and a certified copy of the will making the devise in question, either in specific terms, or by a devise of his real estate generally, which would of course include such warrant. Where no will has been made, in addition to proof of the demise, and the period thereof, it should be shown who are the heirs, and *only* heirs; and if any of them are minors, they must act through their guardians, whose appointment is to be proven; and if such action is for the sale of the warrant, express authority to that effect must be shown to have been given by the proper probate court. Where the warrant may issue to minor children, or where persons shown to be heirs-at-law of a deceased warrantee or assignee, unite personally in an assignment, it must be shown that at the date thereof they had each attained the age of twenty-one years; and where the said heirs, or any portion of them, are *femmes covert*, their husbands must unite in the assignment.

The proof herein referred to must be attached to the warrant, and should be such as has been taken before the probate court, or other legal tribunal, having jurisdiction over the estates of deceased persons, and consist not of the mere certificate of the ministerial officer of such court, of the facts referred to, but of transcripts from the records of such court, duly certified and under seal, which transcripts of themselves evidence such facts.

3d. Where the warrant may have been assigned, and the last assignee dies without having located or disposed thereof, the same rules apply in reference to its devise or descent to his heirs-at-law, except that in such case it is liable for the debts of the assignee, the exception in this particular applying to the warrant, or the land located therewith, only while such warrant or land belongs to the warrantee.

4th. These warrants being regarded as real estate, are to be treated as such, and hence such action in relation thereto by the local courts as would be applicable to mere chattel property, under the law of the particular State in which the decedent had his domicil, will not be sufficient, and cannot be respected.

5th. Where the heirs are scattered, or other causes render it difficult or impracticable to obtain their individual assignments, then, on a decree of the proper court, in a proceeding similar to a petition for partition, the assignment may be made by the commissioner appointed for that purpose, and a certified transcript of the proceedings of the court should be appended to the warrant.

6th. Where the assignment of a warrant is executed by the warrantee or an assignee, or by any of the heirs of either, in a foreign country, it should be done in accordance with the laws of that country authorizing the sale and transfer of real estate, and the attestation of the American Consul in such foreign country, should be obtained, as to the official character and genuineness of the signature of the persons before whom the acknowledgment of the assignment was taken; or, if the official character, &c., of such foreign functionary is attested by a Consular Agent of such foreign government residing in this country, his official character must be certified to by the official representative of such foreign government in the United States. Where such assignments are executed in a foreign language, duly authenticated translations thereof must be also furnished.

7th. Widows, as such, of deceased warrantees, have no right to locate or assign said warrants; neither have administrators, except where the statute law of a State gives them express authority to dispose of the *realty* of their intestates, and then only for division, as before stated; in which case it should be evidenced by a proper certificate to that effect on the face of the warrant.

8th. A warrant issued to minor heirs, or assigned by a warrantee to three or more persons, cannot be located if assigned by one portion of the parties to another portion, or to other persons, so as to invest any one of the parties with a greater interest than any other. In other words, each owner of a warrant, at the time of its location, must have an equal share or interest therein.

9th. Where an assignment may have been apparently agreed upon, as evinced by a partial execution thereof, and the assignor dies before it is fully completed by the attesting signatures of two witnesses, and acknowledgment before a proper officer, the assignment must be made *de novo* by the heirs-at-law, accompanied by satisfactory explanatory evidence as to the incomplete assignment. Where an assignment has been signed and witnessed, but not acknowledged, it can be proved in open court in accordance with the local laws, and in the same manner that a deed for real estate could be established under like circumstances.

10th. Parties in interest are not to be recognized as legal attesting witnesses to an assignment, and the legibility of the names of parties should in all cases be required; neither can an officer take an acknowledgment of an assignment to himself.

As to Locations.

Sec. No. 9. There are three modes by which these locations may be made:

1st. By the warrantee, or other legal owner of the warrant, in person.

2d. By the warrantee, or other legal owner of the warrant, through the agency of this office.

3d. By an agent or attorney of either of said parties.

If the first or second mode is adopted, the application must be made in writing, specifying the tract, land district, or section of country in which the location is desired, and be accompanied by an affidavit according to form No. 1, hereto appended.

Where the third mode is adopted, a power of attorney must be produced, executed by the owner of the warrant, in the presence of a witness, according to form No. 2; which power of attorney must be acknowledged, or proved, as the case may be, before some officer authorized to take the acknowledgment of deeds, according to form No. 3, or No. 4.

The following fees are chargeable by the land offices, and the several amounts must be paid at the time of location:

For a 40 acre Warrant, 50 cents each to the Register and Receiver—total		$1 00
For a 60 acre Warrant, 75 cents	......do.........do...............do............do	1 50
For an 80 acre Warrant, $1	......do.........do...............do............do	2 00
For a 120 acre Warrant, $1 50	......do.........do...............do............do	3 00
For a 160 acre Warrant, $2	......do.........do...............do............do	4 00

In all cases the patents will be transmitted to the Land Office where the location is made, unless special instructions to the contrary be given; in which last case the duplicate certificate of location must be previously transmitted to this office; and in no case will the patent be delivered, either by this or the local Land Office, without the surrender of this duplicate certificate of location.

As to Assignment and Powers of Attorney.

Sec. No. 10. Assignment No. 5, and the proper acknowledgment, must be endorsed on the warrant, and No. 6, and the proper acknowledgment, upon the certificate of location, and must be attested by two witnesses, acknowledged before a Register or Receiver of a land office, a judge of a court of record, a clerk thereof when authorized to take acknowledgments, a justice of the peace, notary public, or a commissioner of deeds resident in the State from which he derives his appointment; and in every instance where the acknowledgment is made before either of the officers above specified, except the Register or Receiver of a land office, or the clerk of a court of record, it must be accompanied by a certificate, under seal of the proper authority, of the official character of the person before whom the acknowledgment was made, and also of the genuineness of his signature, according to form No. 8.

Where warrants are disposed of under powers of attorney, form No. 7 is prescribed for that purpose; which, however, must invariably be endorsed on the warrant, or they will not be recognized.

The acknowledgment of this power of attorney must be taken and certified in the same manner as the acknowledgments of the sales of the warrant or certificate of location hereinbefore prescribed, and must also be endorsed on the warrant.

UNITED STATES OF AMERICA.

Declaratory Statement of ——— ——— On Land not subject to Private Entry.

I, —— ——, of ——— county, California, being a ——— citizen of the United States, a ——— married man, —— the age of twenty-one years, have, on the —— day of ———, A. D., 185—, settled and improved the following described Government lands, situate, lying and being in the county and State aforesaid, and more particularly described as follows, viz: ———————————— Township, No. ——, Range No. ——, in the district of lands subject to sale at the Land Office at San Francisco, and containing ——————— acres, which land has not yet been offered at public sale and thus rendered subject to private entry; and I do hereby give notice that I intend to claim said tract of land, as a pre-emption right under the provisions of the Act of Congress of 3d of March, 1853, entitled "An Act to provide for the survey of Public Lands in California, the granting of Pre-Emption rights therein, and for other purposes." Given under my hand, this —— day of ———, A. D., 185—.

In presence of }

UNITED STATES OF AMERICA.

Declaratory Statement for cases where the land claimed shall have been rendered subject to private entry since the date of the law.

I, ——— ———, of ——— being ——————— have, since the first day of ———, A. D., 18—, settled and improved the ——— quarter of section number ——, in township number ——, of range number ——, in the district of lands subject to sale at the Land Office at ———, and containing ——— ———acres, which land has been rendered subject to private entry since the passage of the act of 3d of March, 1853, but prior to my settlement thereon; and I do hereby declare my intention to claim the said tract of land as a pre-emption right, under the provisions of said act.

Given under my hand, this —— day of ———, A. D., 18— (Pre-emptor's signature.)

In presence of }

Register's Certificate.

UNITED STATES OF AMERICA,
—— LAND DISTRICT, STATE OF CALIFORNIA. }

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

Know ye, that —— ——, of —— county, California, a —— citizen of the United States, a —married man, and —— the age of twenty-one years, has, on the —— day of ——, in the year of our Lord one thousand eight hundred and fifty ——, filed with the Register of the —— Land District, of the State of California, at the Land Office in ——, his Declaratory Statement, wherein he claims to have settled and improved the following described Government lands, to wit:

Township No; ——, Range No. ——, containing acres, which land has [or has been] not yet been offered at public sale, and thus rendered subject to private entry.

In testimony whereof, I, —— ——, Register of said Land Office, have hereto set my hand, at the Register's Office, in the city of ——, on this —— day of ——, A. D., 185—.

(Register's signature.)

Number of this Certificate
Entered in Abstract Book, page
T. R:

FORM No. 1.—*For the Location of the Warrant.*

STATE OF ——, COUNTY OF ——:

Before me, (a justice of the peace or other officer authorized to take affidavits) personally appeared (here insert the name of the warrantee) who, being duly sworn, deposes and says that he is the identical (here insert name of warrantee) to whom warrant No. ——, for —— acres, under the act of March 3d, 1855, was issued on the —— day of ——, 185—, and who now applies to locate the same.

(Officer's signature)

Sworn to and subscribed before me, this —— day of ——, 185—.
(Officer's signature.)

FORM No. 2.

Know all men by these presents, that I, (here insert the name of warrantee) of the county of ——, and State of ——, do hereby constitute and appoint —— ——, of ——, my true and lawful attorney, for me and in my name, to locate land warrant No. ——, for —— acres of land, which issued under the act of March 3, 1855. (Power of substitution may be inserted, if desired.)

Signed in presence of } (Warrantee's signature.)

FORM No. 3.

STATE OF ——, COUNTY OF ——:

On this —— day of ——, in the year ——, personally appeared (here insert name of warrantee) and acknowledged the within power of attorney to be his act and deed; and I certify that I well know the said (here insert the name of warrantee,) and that he is the same person who is described in the within power, and who executed the same.

(Officer's signature.)

FORM No. 4.

STATE OF ——, COUNTY OF ——:

I hereby certify that on this —— day of ——, in the year ——, personally came before me (here insert the name of witness,) and (here insert the name of warrantee,) and the said (here insert the name of witness) being well known to me, was duly sworn by me, and on his oath declared and said that he well knew the said (here insert the name of warrantee,) and that he was the same person described in, and who executed, the within power of attorney, and his testimony was to me satisfactory evidence of that fact, and the said (here insert the name of warrantee) thereupon acknowledged the said power to be his act and deed.

(Officer's signature.)

Form No. 5.—*For the Assignment of the Warrant.*

For value received, I, A. B. to whom the within warrant No. —— was issued, [or assigned, as the case may be,] do hereby sell and assign unto C. D., of ———, and to his heirs and assigns forever, the said warrant, and authorize him to locate the same, and receive a patent therefor.

Witness my hand and seal, this —— day of ———, 185—.

Attest: A. B. [seal.]

E. F.
G. H.

Of Acknowledgment where the Vendor is known to the Officer taking the same.

STATE OF ———, COUNTY OF ———:

On this —— day of ———, in the year ——, before me, personally came (here insert the name of the warrantee or assignor,) to me well known, and acknowledged the foregoing assignment to be his act and deed; and I certify that the said (here insert the name of warrantee or assignor,) is the identical person to whom the within warrant issued, [or was assigned, as the case may be,] and who executed the foregoing assignment thereof.

(Officer's signature.)

Of Acknowledgment where the Vendor is not known to the Officer, and his Identity has to be Proved.

STATE OF ———, COUNTY OF ———:

On this —— day of ———, in the year ——, before me, personally came (here insert the name of warrantee or assignor,) and (here insert the name of the witness,) being well known to me as a credible and disinterested person, was duly sworn by me, and on his oath declared and said that he well knows the said (here insert the name of the warrantee or assignor,) and that he is the same person to whom the within warrant issued [or was assigned,] and who executed the foregoing assignment, and his testimony being satisfactory evidence to me of that fact, the said (here insert the name of the warrantee or assignor,) thereupon acknowledged the said assignment to be his act and deed.

(Officer's signature.)

Form No. 6.—*For the Assignment of the Location.*

For value received, I, A. B., to whom the within certificate of location was issued, do hereby sell and assign unto C. D., and to his heirs and assigns forever, the said certificate of location, and the warrant and land therein described, and authorize him to receive the patent therefor.

Witness my hand and seal, this —— day of ———, 185—.

Attest: A. B. [seal.]

E. F.
G. H.

Of Acknowledgment where the Vendor is personally known to the Officer taking the same.

STATE OF ———, COUNTY OF ———:

On this —— day of ———, in the year ——, before me, personally came (here insert the name of the person to whom the certificate of location issued) to me well known, and acknowledged the foregoing assignment to be his act and deed; and I certify that the said (here insert the name of the person to whom the certificate of location issued) is the identical person to whom the within certificate of location issued, and who executed the foregoing assignment thereof.

(Officer's signature.)

Of Acknowledgment where the Vendor is not personally known to the Officer, and where his Identity has to be proved.

STATE OF ——, COUNTY OF ——:

On this —— day of ——, in the year ——, before me, personally came (here insert the name of the person to whom the certificate of location issued,) and (here insert the name and residence of a witness.) and the said (here insert the name of the witness) being well known to me as a credile and disinterested person, was duly sworn by me, and on his oath declared and said that he well knows the said (here insert the name of the person to whom the certificate of location issued,) and that he is the same person to whom the within certificate of location issued, and who executed the foregoing assignment; and his testimony being satisfactory evidence to me of that fact, the said (here insert the name of the person to whom the certificate of location issued) thereupon acknowledged the said assignment to be his act and deed. (Officer's signature.)

FORM NO. 7.—*Of a Power of Attorney to Sell a Warrant.*

Know all men by these presents, that I, (here insert the name of warrantee,) of the county of ——, and State of ——, do hereby constitute and appoint —— ——, of ——, my true and lawful attorney, for me, and in my name, to sell and convey the within land warrant No. ——, for —— acres of land, which issued under the act of March 3d, 1855.

Signed in presence of } (Warrantee's signature.)

The forms of acknowledgment of a power of attorney and certification to be like those above described for the sale of the warrant.

FORM No. 8.

Of the Certificate of the Clerk of the Court, Judge, or other person who is authorized to certify, under seal, to the official character of the Officer who takes Acknowledgments of Assignments.

STATE OF ——, COUNTY OF ——:

I, A. B., Clerk of the Court of ——, in the county and State aforesaid, hereby certify that John Jones, whose genuine signature is affixed to the above acknowledgment, was, at the time of signing the same, a justice of the peace, (notary public, or other officer,) duly authorized by law to take such acknowledgment, and that full faith and credit are due to all his official acts as such.

Given under my hand and the seal of said court, this —— day of ——, 185—.

A. B.,
[SEAL.] Clerk of the Court of ——.

Where the acknowledgment is taken by the clerk of a court, or judge issuing a seal, no certificate of his official character is required.

Declaratory Statement for cases where the Land has not been offered at Public Sale.

I, A. B., of —— ——, being [the head of a family, or widow, or single man, over the age of twenty-one years, as the case may be, a citizen of the United States, or having filed my declaration to become a citizen, as required by the Naturalization Laws, as the case may,] have, on the —— day of —— A. D., 185—, settled and improved the —— quarter of section number ——, in township number ——, of range number ——, in the district of lands subject to sale at the Land Office at ——, and containing —— acres, which land has not yet been offered at public sale, and thus rendered subject to private entry; and I do hereby declare my intention to claim the said tract of land as a pre-emption right, under the provisions of the act of 3d March, 1853.

Given under my hand, this —— day of ——, A. D., 185—.

(Signed) A. B.

In presence of
C. D. }

Declaratory Statement for cases where the Land shall have been offered at Public Sale.

I, A. B., of ———, being [the head of a family, or widow, or single man over the age of twenty-one years, as the case may be, a citizen of the United States, or having filed my declaration to become a citizen required by the Naturalization Laws, as the case may be,] have since the first day of ———, A. D., 185—, settled and improved the ——— quarter of section number ———, in township number ———, of range number ——, in the district of lands subject to sale at the Land Office at ———, and containing ——— acres, which land has been rendered subject to private entry since the passage of the act of 3d March, 1853, but prior to my settlement thereon; and I do hereby declare my intention to claim the said tract of land as a pre-emption right, under the provisions of said act.

Given under my hand, this —— day of ———, A. D., 185—.

(Signed) A. B.

In presence of
C. D.

Affidavit required of Pre-Emption Claimant.

I, A. B., claiming the right of pre-emption under the provisions of the act of Congress, approved 3d of March, 1853, to the ——— quarter of section number ———, of township number ———, of range number ———, subject to sale at ———, do solemnly swear, [or affirm, as the case may be] that I am not the owner of three hundred and twenty acres of land in any State or Territory of the United States nor have I settled upon and improved said land to sell the same on speculation, but in good faith to appropriate it to my own exclusive use or benefit; and that I have not, directly or indirectly, made any agreement or contract, in any way or manner, with any person or persons whatsoever, by which the title which I may acquire from the Government of the United States should inure in whole or in part, to the benefit of any person except myself.

(Signed) A. B.

I, C. D., Register [or E. F., Receiver] of the land office at ———, do hereby certify that the above affidavit was taken and subscribed before me, this —— day of ———, A. D. 185—.

(Signed) C. D., Register, or
E. F., Receiver.

Application to Purchase.

NO. 103, LAND OFFICE AT ———, ——— , ——, 18—.

I, A. B., of ——— county, California, do hereby apply to purchase the (north west quarter,) section (one,) in township (eighteen south,) of range (twenty-five east,) containing (one hundred and sixty) acres, according to the returns of the Surveyor General, for which I have agreed with the Register to give at the rate of one dollar and twenty-five cents per acre.

(Signed,) A. B.

I, C. D., Register of the Land Office at ———, do hereby certify, that the lot above described contains (one hundred and sixty) acres, as mentioned above, and that the price agreed upon is one dollar and twenty-five cents per acre.

(Signed,) C. D., Register.

Certificate of Purchase.

NO. 103, LAND OFFICE AT ———, ———, 18—.

It is hereby certified that in pursuance of law, A. B., of ——— county, State of California, on this day purchased of the Register of this Office, the lot or parcel of land known as the [north west] quarter of section number [one,] in township number [eighteen south,] of range number [twenty-five east,] containing [one hundred and sixty] acres, at the rate of one dollar and twenty-five cents per acre, amounting to [two hundred] dollars and —— cents, for which the said A. B. has made payment in full, as required by law.

Now therefore be it known that on presentation of this certificate to the Commissioner of the General Land Office, the said A. B. shall be entitled to receive a patent for the lot above described.

(Signed) C. D., Register,

Receipt for Money.

No. 103. RECEIVER'S OFFICE, AT ———, ——— ——, 18—.

Received from A. B., of ——— county, California, the sum of [two hundred] dollars and —— cents; being in full for the [north west] quarter of section number [one.] in township number [eighteen south] of range number [twenty-five east,] containing [one hundred and sixty] acres, at one dollar and twenty five cents per acre.

$200. E. F., Receiver.

Excess Receipt.

MILITARY BOUNTY LAND ACT OF —— No. 104

RECEIVER'S OFFICE AT ————, ————, 18—.

Received from A. B., of ———— county, California, the sum of [ten] dollars and [twenty-six] cents; being in full for [eight] acres and [two] hundredths, of [north east] quarter of section number [one.] in township number [eighteen south,] of range number [twenty-five east.] being excess in said tract over the acres located in virtue of Military Land Warrant number 43,146, in favor of —— ——.

$10 26. E. F., Receiver.

Affidavit to be filed in cases, under Act of 3d March, 1853, where the Settler shall have died before Proving up and Entering his Claim.

I, A. B., [executor of the estate of C. D., or administrator of the estate of C. D., or, one of the heirs of C. D., aged years, as the case may be,] do solemnly swear, [or affirm, as the case may be.] that to the best of my knowledge and belief, the said C. D., who was a settler on the quarter of section number , of township number , of range number , subject to sale at , was not, at the time of his death, the owner of three hundred and twenty acres of land in any State or Territory of the United States; that he did not settle upon and improve the above tract of land on speculation, but in good faith to appropriate it to his own exclusive use and benefit; and that he has not, directly or directly, made any agreement or contract, in any way or manner, with any person or persons whatsoever, by which the title which he might have acquired from the Government of the United States should inure, in whole or in part, to the benefit of any person except himself.

(Signed) A. B., Executor, [or Administrator,
or one of the heirs of C. D.,
as the case may be.]

I, E. F., Register, [or G. H., Receiver,] of the land office at , do hereby certify that the above affidavit was taken and subscribed before me, this day of , A. D. 185—.

(Signed) E. F., Register. or
G. H., Receiver.

Form of Proof.

STATE OF CALIFORNIA, ———— COUNTY:

Affidavit of —— ——, in the matter of the claim of —— —— to the ———— township ————, Range ———— Mount Diablo Base and Meridian.

I, —— ——, of ——— county, California, being duly sworn touching the subject of inquiry, depose and say: I am —— years of age, my occupation is that of ————; I am personally acquainted with —— ——, claimant as above; I have known him since about the —— day of ———, A. D. 18—; I know him to be a —— ———. I have heard read the above description of the land sought to be entered by the claimant ———, and know the premises; I know the claimant entered upon, in person, and erected a dwelling house upon said premises, on or about the —— day of ———, A. D. 18— I know that he has since lived upon said land and made it his home, and still continues to do so; that the said land is occupied solely for agriculture and not trade, nor is it enclosed within the limits of any incorporated town, village, or city, and it is not within one mile of any military post. I have frequently passed over the said land, and have held conversations in relation to it, and I do not know from my own personal knowledge, or from hearsay, that there is any Salines, or Mines of any description on it, and I verily believe there is none. The claimant did not quit his residence on his own land to reside on the public land. I believe the claimant to be a *bona fide* pre-emptioner.

Witness' signature.

Sworn to and subscribed brfore me, upon this the —— day of ——, A. D. 185—.

Officer's signatuɹei

I, —— , hereby certify that I am personally acquainted with the above affiant ——, and know him to be a credible person, a man of respectability, and that full faith and credit should be given to the above affidavit.

(Signed) Witness.

I concur in the above, (Signed) Register or Receiver.

In cases where the witnesses are removed from the Land Office by reason of distance or sickness, this affidavit may be taken before any officer authorized to administer oaths, but not otherwise.

Where Payment is made for Pre-Emption in Military Bounty Land Warrants.

MILITARY BOUNTY LAND ACT OF MARCH 3, 1855.

REGISTER'S OFFICE, —————— 18—.

Military Land Warrant, No. [46,141,] in the name of [John Smith,] has this day been located by [Thomas Jones,] upon the [north west] quarter of section [ten,] in township [one south,] of range [seven west,] (not) subject to any pre-emption claim which may be filed for said land within forty days from this date.

C. D., Register.

Contents of tract located, }
[One hundred and sixty] acres. }

Form for obtaining Military Bounty Land Warrants.

STATE OF CALIFORNIA, COUNTY OF ————, SS:

On this [first] day of [January] A. D. one thousand eight hundred and fifty-[eight,] personally appeared before me, C. D., a notary public, within and for the county aforesaid, A. B., aged [twenty-seven] years, a resident of [San Francisco,] in the State of California, who being duly sworn according to law, declares that he is the identical A. B. who was a [private, in Company "B," 2d Artillery, United States Army,] commanded by G. H., [during the war with Mexico.]

[The said A. B. enlisted] at [New Orleans,] on or about the [twenty-second] day of [Februar,y] A. D. [1846,] for the term of [five] years, and continued in actual service in said war for the term of fourteen days, and was honorably discharged at [San Francisco,] on the [22d] day of [February,] A. D. [1851.]

He makes this declaration for the purpose of obtaining the [one hundred and sixty acres] bounty land, to which he may be entitled under the act approved March 3d, 1855. He also declares that he has [not heretofore made an application for said warrant, nor has he sold or assigned his right or title to the same.)

(Signed) A. B.

We, E. F. and I. J., residents of [San Francisco,] in the State of California, upon our oaths, declare that the foregoing declaration was signed and acknowledged by A. B. in our presence, and that we believe from the appearance and statements of the applicant, that he is the identical person he represents himself to be.

(Signed) E. F,
I. J.

Witnesses,
X. Y. }
N. R. }

The foregoing declaration and affidavits were sworn to and subscribed before me on the day and year above written; and I certify that I know the affiants to be credible persons; that the claimant is the person he represents himself to be, and that I have no interest in this claim.

Witness my hand and official seal. (Signed) C. D.

[L. S.]

Know all men by these presents, that I, A. B., aforesaid, do hereby constitute and appoint [John Doe] to be my true and lawful attorney, for me and in my name to demand and receive from the Commissioner of Pensions of the United States, a warrant for the quantity of land due me as aforesaid; and my said attorney is hereby fully authorized and empowered to constitute and appoint one or more substitutes or attorneys under him for the special purposes above expressed.

(Signed) A. B.

Attest:
C. D.

Personally appeared the above named A. B., subscriber to the foregoing declaration, and made oath to the same, and in my presence acknowledged the power of attorney thereto subjoined to be his free act and deed, for the purposes therein mentioned.

Witness my hand and official seal, (Signed) C. D.

Attest,

In testimony that the above written C. D. was a Notary Public, authorized to administer oaths and take acknowledgments, in the State of California, at the above date, and that his name there subscribed appears to me to be his usual signature, I have hereunto affixed the county seal and subscribed my name and quality, at [San Francisco,] this [first] day of [January,] 185[8.]

[L. S.] [RICHARD ROE, County Clerk.]

Land Warrant Certificate, No. 43,146.

I, A. B., being desirous of locating the [north east] quarter of section number [one,] in township number [eighteen south,] of range number [twenty-five east,] in the district of lands subject to sale at the Land Office at ————, with the attached Military Land Warrant No. 43,146, issued under the provisions of the act of Congress approved, do solemnly [swear] that from my own knowledge of the fact, after actual inspection of the said tract of land, on or about the —— day of ————, A. D. 18—, there was not at that time an actual settlement and cultivation upon any part of said land, ———— nor was there any person or persons residing upon it; ————. And I do verily believe that there is no actual settlement and cultivation ————, or any person or persons residing upon any part of said land at this time,

(Signed) A. B.

Subscribed and sworn to before me, this
—— day of ————, A. D. 18—.

C, D., Register of the Land Office.

I request my patent to be sent to ———— (Signed) A. B.

UNDER ACT 11th FEBRUARY, 1847.

LAND WARRANT No. [43,146.] REGISTER AND RECEIVER'S No. [104.]

LAND OFFICE, ————, 185—.

We hereby certify that the attached Military Bounty Land Warrant No. [43,146,] was on this day received at this office, from A. B., of ———— county, State of California.

(Signed) C. D., Register.
E. F., Receiver.

I, A. B., of ———— county, State of California, hereby locate the [north east] quarter of section number [one,] in township number [eighteen south] of range number [twenty-five east,] in the district of lands subject to sale at the land office at ————, containing (one hundred and sixty-eight and two one hundredth acres, in satisfaction of the attached Warrant, numbered 43,146.

Witness my hand this ———— day of ————, A. D. 18—.

(Signed) A. B.

Attest:

C. D., Register.
E. F., Receiver.

LAND OFFICE, ———— 18—.

We hereby certify that the above location is correct, being in accordance with law and instructions.

(Signed) C. D., Register.
E. F. Receiver.

MILITARY BOUNTY LAND ACT OF MARCH 3, 1855.

REGISTER'S OFFICE, —————— 18—.

MILITARY LAND WARRANT, No. (43,000,) in the name of A. B., has this day been located by X. Y., upon the (north west) quarter of section (twelve,) in township (one north,) of range (one east.) subject to any pre-emption claim which may be filed for said land within forty days from this date.

Contents of tract located
(one hundred and sixty) acres. }

(Signed) C. D., Register.

AN ACT in addition to certain Acts granting Bounty Land to certain Officers and Soldiers who have been engaged in the Military Service of the United States.

Be it enacted by the Senate and House of Representatives of the United States of America, in Congress assembled:

SEC. 1. That each of the surviving commissioned and non-commissioned officers, musicians, and privates, whether of regulars, volunteers, rangers, or militia, who were regularly mustered in the service of the United States, and every officer, commissioned or non-commissioned, seaman, ordinary seaman, marine, clerk, and landsman in the Navy, in any of the wars in which this country has been engaged since seventeen hundred and ninety, and each of the survivors of the Militia or Volunteers, or State troops of any State or Territory, called into military service, and regularly mustered therein, and whose services have been paid by the United States, shall be entitled to receive a Certificate or Warrant from the Department of the Interior, for one hundred and sixty acres of land; and where any of those who have been so mustered into service and paid, shall have received a certificate or warrant, he shall be entitled to a certificate or warrant for such quantity of land as will make, in the whole, with what he may have heretofore received, one hundred and sixty acres to each such person having served as aforesaid; *Provided*, The person so having been in service shall not receive said land warrant if it shall appear by the muster rolls of his regiment or corps that he deserted, or was dishonorably discharged from service: *Provided, further,* That the benefits of this section shall be held to extend to wagon-masters and teamsters who may have been employed, under the direction of competent authority, in time of war, in the transportation of military stores and supplies.

SEC. 2. *And be it further enacted*, That, in case of the death of any person who, if living, would be entitled to a certificate or warrant, as aforesaid, under this act, leaving a widow, or, if no widow, a minor child or children, such widow, or, if no widow, such minor child or children, shall be entitled to receive a certificate or warrant for the same quantity of land that such deceased person would be entitled to receive under the provisions of this act, if now living: *Provided*, That a subsequent marriage shall not impair the right of any such widow to such warrant, if she be a widow at the time of making her application: *And provided further,* That those shall be considered minors who are so at the time this act shall take effect.

SEC. 3. *And be it further enacted*, That in no case shall any such certificate or warrant be issued for any service less than fourteen days, except where the person shall actually have been engaged in battle, and unless the party claiming such certificate or warrant, shall establish his or her right thereto by record evidence of said service.

SEC. 4. *And be it further enacted*, That said certificates or warrants may be assigned, transferred, and located by the warrantees, their assignees, or their heirs-at-law, according to the provisions of existing laws regulating the assignment, transfer, and location of bounty land warrants.

SEC. 5. *And be it further enacted*, That no warrant issued under the provisions of this act shall be located on any public lands, except such as shall at the time be subject to sale at either the minimum or lower graduated prices.

SEC. 6. *And be it further enacted*, That the Registers and Receivers of the several land offices shall be severally authorized to charge and receive, for their services in locating all warrants under the provisions of this act, the same compensation or per centage to which they are entitled by law for sales of the public lands, for cash, at the rate of one dollar and twenty-five cents per acre, the said compensation to be paid by the assignees or holders of such warrants.

SEC. 7. *And be it further enacted*, That the provisions of this act, and all the bounty land laws heretofore passed by Congress, shall be extended to Indians, in the same manner and to the same extent as if the said Indians had been white men.

SEC. 8. *And be it further enacted*, That the officers and soldiers of the Revolutionary War, or their widows or minor children, shall be entitled to the benefits of this act.

SEC. 9. *And be it further enacted*, That the benefits of this act shall be applied to and embrace those who served as volunteers at the invasion of Plattsburg, in September, eighteen hundred and fourteen; also at the battle of King's Mountain, in the Revolutionary War, and the battle of Nickojack against the confederated savages of the South.

SEC. 10. *And be it further enacted*, That the provisions of this act shall apply to the chaplains who served with the army in the several wars of the country.

SEC. 11. *And be it further enacted*, That the provisions of this act be applied to flotilla-men, and to those who served as volunteers at the attack on Lewistown, in Delaware, by the British fleet, in the war of eighteen hundred and twelve—fifteen.

APPROVED, March 3, 1855.

AN ACT to appropriate the proceeds of the Sales of the Public Lands, and to grant Pre-Emption Rights.

SEC. 10. *And be it further enacted*, That from and after the passage of this act, every person being the head of a family, or widow, or single man, over the age of twenty-one years, and being a citizen of the United States, or having filed his declaration of intention to become a citizen, as required by the naturalization laws, who, since the first day of June, A. D. eighteen hundred and forty, has made, or shall hereafter make, a settlement in person on the public lands to which the Indian title has been, at the time of such settlement, extinguished, and which has been, or shall have been, surveyed prior thereto, and who shall inhabit and improve the same, and who has, or shall, erect a dwelling thereon, shall be, and is hereby authorized to enter with the Register of the district in which such land may lie, by legal subdivisions, any number of acres not exceeding one hundred and sixty, or a quarter section of land, to include the residence of such claimant, upon paying to the United States the minimum price of such land, subject, however, to the following limitations and exceptions: No person shall be entitled to more than one pre-emptive right by virtue of this act, no person who is the proprietor of three hundred and twenty acres of land in any State or Territory of the United States, and no person who shall quit or abandon his residence on his own land to reside on the public land in the same State or Territory, shall acquire any right of pre-emption under this act; no lands included in any reservation, by any treaty, law, or proclamation of the President of the United States, or reserved for salines, or for other purposes; no lands reserved for the support of schools, * * * * * * *

SEC. 11. *And be it further enacted*, That when two or more persons shall have settled on the same quarter section of land, the right of pre-emption shall be in him or her who made the first settlement, provided such persons shall conform to the other provisions of this act; and all questions as to the right of pre-emption arising between different settlers, shall be settled by the Register and Receiver of the the district within which the land is situated, subject to an appeal to and a revision by the Secretary of the Treasury of the United States.[*]

SEC. 12. *And be it further enacted*, That prior to any entries being made under and by virtue of the provisions of this act, proof of the settlement and improvement thereby required, shall be made to the satisfaction of the Register and Receiver of the land districts in which such lands may lie, agreeably to such rules as shall be prescribed by the Secretary of the Treasury, who shall each be entitled to receive fifty cents from each applicant for his services, to be rendered as aforesaid; and all assignments and transfers of the right hereby secured, prior to the issuing of the patent, shall be null and void.

SEC. 13. *And be it further enacted*; That before any person claiming the benefit of this act, shall be allowed to enter such lands, he or she shall make oath before the Receiver or Register of the land district in which the land is situated (who are hereby authorized to administer the same,) that he or she has never had the benefit of any right of pre-emption under this act;[†] that he or she is not the owner of three hundred and twenty acres of land in any State or Territory of the United States, nor hath he or she settled upon and improved said land to sell the same on speculation, but in good faith to appropriate it to his or her own exclusive use or benefit; and that he or she has not, directly or indirectly, made any agreement or contract, in any way or manner, with any person or persons whatsoever, by which the title which he or she might acquire from the Government of the United States, should inure in whole or in part, to the benefit of any person except himself or herself; and if any person taking such oath shall swear falsely in the premises, he or she shall be subject to all the pains and penalties of perjury, and shall forfeit the money which he or she may have paid for said land, and all right and title to the same; and any grant or conveyance which he or she may have made, except in the hands of bona fide purchasers, for a valuable consideration, shall be null and void. And it shall be the duty of the officer administering such oath, to file a certificate thereof in the public land office of such district, and to transmit a duplicate copy to the General Land Office, either of which shall be good and sufficient evidence that such oath was administered according to law.

SEC. 14. *And be it further enacted*, That this act shall not delay the sale of any of the public lands of the United States beyond the time which has been, or may be, appointed by the proclamation of the President, nor shall the provisions of this act be available to any person or persons who shall fail to make the proof and payment, and file the affidavit required before the day appointed for the cammencement of the sales aforesaid.

SEC. 15. *And be it further enacted*, That whenever any person has settled or shall settle and improve a tract of land, subject at the time of settlement to private entry, and shall intend to purchase the same under the provisions of this act, such person, shall, in the first case, within three months after the passage of the same, and in the last within thirty days next after the date of such settlement, file with the Register of the proper district, a written statement describing the land settled upon, and declaring the intention of such person to claim the same under the pravisions of this act; and shall, where such settlement is already made, within twelve months after the passage of this act, and where it shall hereafter be made, within the same period after the date of such settlement, make the proof, affidavit, and payment herein required; and if he or she shall fail to file such written statement as aforesaid, or shall fail to make such affidavit, proof, and payment, within the twelve months aforesaid, the trrct of land so settled and improved shall be subject to the entry of any other purchaser.

Approved, September 4th, 1841.

AN ACT to authorize the Investigation of alleged Frauds under the Pre-Emption Laws, and for other purposes.

SEC. 2. *And be it further enacted*, That in any case, where a party entitled to claim the benefits of any of the pre-emption laws shall have died before consummating his claim, by filing in due time, all the papers essential to the establishment of the same, it shall be competent for the executor or administrator of the estate of such party, or one of the heirs, to file the necessary papers to complete the same: *Provided*, That the entry in such cases shall be made in favor of the heirs of the deceased pre-emptor, and a patent thereon shall cause the title to inure to said heirs, as if their names had been especially mentioned.

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[*] By the establishment of the Department of the Interior, since the passage of this law, this duty of revision devolves on the Secretary of the Interior.

[†] Void.

Sec. 4. *And be it further enacted*, That where an individual has filed, under the late pre-emption law, his declaration of intention to claim the benefits of said law for one tract of land, it shall not be lawful for the same individual at any future time to file a second declaration for another tract.

Sec. 5. *And be it further enacted*, That claimants under the late pre-emption law, for land not yet proclaimed for sale, are required to make known their claims, in writing, to the Register of the proper land office, within three months from the date of this act when the settlement has been already made, and within three months from the time of the settlement when such settlement shall hereafter be made, giving the designation of the tract, and the time of the settlement; otherwise his claim to be forfeited, and the tract awarded to the next settler, in the order of time, on the same tract of land, who shall have given such notice, and otherwise complied with the conditions of the law.

Sec. 6. *And be it further enacted*, That whenever the vacancy of the office either of Register or Receiver, or both, shall render it impossible for the claimant to comply with any requisition of any of the pre-emption laws within the appointed time, such vacancy shall not operate to the detriment of the party claiming, in respect to any matter essential to the establishment of his claim: *Provided*, That such requisition is complied with within the same period after the disability is removed, as would have been allowed him had such disability not existed.

Approved, March 3d, 1843.

AN ACT to provide for the Survey of the Public Lands in California, the granting of Pre-Emption Rights therein, and for other purposes.

Sec. 6. *And be it further enacted*, That all the public lands in the State of California, whether surveyed or unsurveyed, with the axception of sections sixteen and thirty-six, which shall be and hereby are granted to the State for the purposes of public schools in each township, and with the exception of lands appropriated under the authority of this act, or reserved by competent authority, and excepting also the lands claimed under any foreign grant or title, and the mineral lands, shall be subject to the pre-emption law of fourth September, eighteen hundred and forty-one, with all the exceptions, conditions, and limitations therein, except as is herein otherwise provided; and shall, after the plats thereof are returned to the office of the Register, be offered for sale, after six months' public notice in the State, of the time and place of sale, under the laws, rules, and regulations now governing such sales, or such as may be hereafter prescribed: *Provided*, That where unsurveyed lands are claimed by pre-emption, the usual notice of such claim shall be filed within three months after the return of the plats of surveys to the land offices, and proof and payment shall be made prior to the day appointed by the President's proclamation for the commencement of the sale, including such lands; the entry of such claims to be made by legal subdivisions according to the United States Survey, and in the most compact form: *And Provided further*, That the fact of persons having heretofore had the benefit of said act of the fourth of September, eighteen hundred and forty-one, shall interpose no bar to their obtaining the benefits of this act; and all of said land that shall remain unsold after having been proclaimed and offered, shall be subject to entry at private sale, as other public land, at the same minimum price per acre, and the Register and Receiver shall not be entitled to any per centage or fees, except for deciding pre-emption cases, when each of them shall be allowed the same fees as are paid to other like officers; but the Receiver shall be entitled to his actual necessary expenses, going and returning, in making his deposits; *Provided*, That nothing in this act shall be construed to authorize any settlement to be made on any public land not surveyed, unless the same be made ,within one year from the passage of this act; nor shall any right of such settlers be recognized by virtue of any settlement or improvement made of such unsurveyed lands subsequent to that day: *And provided further*, That this act shall not be construed to authorize any settlement to be made on any tract of land in the occupation or possession of any Indian tribe, or to grant any pre-emption right to the same.

Sec. 7. *And be it further enacted*, That where any settlement, by the erection of a dwelling-house, or the cultivation of any portion of the land, shall be made upon the sixteenth and thirty-sixth sections, before the same shall be surveyed, or where such sections may be reserved for public uses, or taken by private claims, other land shall be selected by the proper authorities of the State in lieu thereof: agreeably to the provisions of the act of Congress approved on the twentieth of May, eighteen hundred and twenty-six, entitled "An act to appropriate the lands for the support of schools in townships and fractional townships not before provided for," and which shall be subject to approval by the Secretary of the Interior. And no person shall make a settlement or location upon any tract or parcel of land selected for a military post, or within one mile of such post, or on any other lands reserved by competent by competent authority, nor shall any person obtain the benefits of this act by a settlement or location on mineral lands.

Sec. 8. *And be it further enacted*, That the public lands, not being mineral lands, occupied as towns or villages, shall not be subdivided, or subject to sale, or to be appropriated by settlers, under the provisions of this act; but the whole of such lands, whether settled upon before or after the survey of the same, shall be subject to the provisions of the act entitled "An act for the relief of the citizens of towns upon the lands of the United States, under certain circumstances," approved May 23d, 1344, except such towns as are located on or near mineral lands, the inhabitants of which shall have the right of occupation and cultivation only until such time as Congress shall dispose of the same, nor shall any lands specially reserved for public uses be appropriated under the provisions of this act. * * *

Approved, March 3d, 1853.

Statistics.

The lands, generally, of the "Santa Ana" and "San Gabriel" valleys used for grazing only. Now (in 1869) the horses and cattle have been removed. grain and general farm produce—results of the conversion of the region into sma

The following statistics. compiled from returns so far as made to the Coun below the actual quantities, will show what *had* been done on the comparativel producing population:

LAND enclosed, 17,000 acres. Land cultivated, 15,000. Wheat, 800 acr 5,300 acres, 238,500 bushels. Buckwheat, 50, 1,500 bushels. Peas, 20 ac Beans, 600 acres, 12,000 bushels. Sweet potatoes, 50 acres, 3,750 bushels. tons. Hops, 50 acres, 40,000 pounds. Tobacco, 15 acres, 8,250 pounds. squashes, 1,000 tons. Cotton, 4 acres, 500 pounds. Silk cocoons, none. pounds. Cheese, 10,000 pounds. Wool, 450,000 pounds. Honey, 75,000

TREES, &c.—Apple, 6,500. Peach, 9,000. Pear, 4,000. Plum, 100. Ch Fig, 2,000. Lemon, 2,300. Orange, 15,000. Olive, 1,590. Prune, 75. Mulberry, vines, 40,000. Grape vines, 3,838,000.

Wine, 760,000 gallons. Brandy, 77,000

Horses, 12,000. mules, 2,000. Asses, 200. Cows, 2,900. Calves, 2,070. Beef cattle, 7,000. Oxen, 560. Total number of cattle, 12,500. Sheep, 148,700. Hogs, 4,980. Chickens, 30,000. Turkeys, 1,000. Geese, 500. Ducks, 200. Hives of bees, 1,500.

Grist mills, water power 5. Barrels of flour made, 6,700. Bushels of corn ground, 10,000. Saw mills, steam- 600.

mount of water used daily, 456 inches.

The foregoing is for the year 1867.

wheat sown in 1868, 765. Acres of barley sown in 1868, 6,000. Assessed value 1,142,830. Assessed value of personal property, $1,139,221. Estimated total

LANDS

IN

NGELES COUNTY,

ALIFORNIA.

ORTANT LETTER

FROM THE

General Land Office.

5,095

2

Edward Bosqui & Co., Printers, S. F.

Transportation of Crops.

The ~~large sail~~ vessels constantly carrying, to the county of Los Angeles, lumber railroad material merchandise etc. can well afford to take freight back to San Francisco at $3 per ton, when promptly supplied with whole cargoes.

Ships for New York or Europe, avoiding the port charges of San Francisco, can load cheaper from Anaheim Landing.

Fencing.

"Live Fences" are usual and popular near Los Angeles and Anaheim, and indeed they are in common use around the grain farms. Willows and other trees are set out, soon become fine hedges, and furnish also firewood.

Board and post fences are coming into favor as the lumber by the cargo can be delivered at Anaheim Landing at $20 to $25 per 1,000 feet.

The vessels can afford to take lumber from the mills on the N. W. coast of California to Los Angeles county at much lower rates as soon as the crops growing and to be produced, furnish return cargoes to the North.

Prices, Etc., Etc.

The price of corn land, that will produce 80 to 120 bushels per acre, is $13, or less: of other lands, 50 to 60 bushels of wheat or barley per acre, same price; choice vineyards and orchard lands, $10 to $5.

The Government system of survey has been extended over these Ranchos for convenience, certainty of description, etc. Sales are made of sections of 640 acres; one-half sections, 320 acres: one-fourth sections, 160 acres, or of tracts of 80, 40, or 20 acres.

Since these lands have been recently offered, over 100 intelligent, practical farmers have bought tracts of 640 to 20 acres, in the aggregate over 20,000 acres, or an average of over 200 acres each.

MAP OF

PART OF LOS ANGELES COUNTY,

SHOWING THE

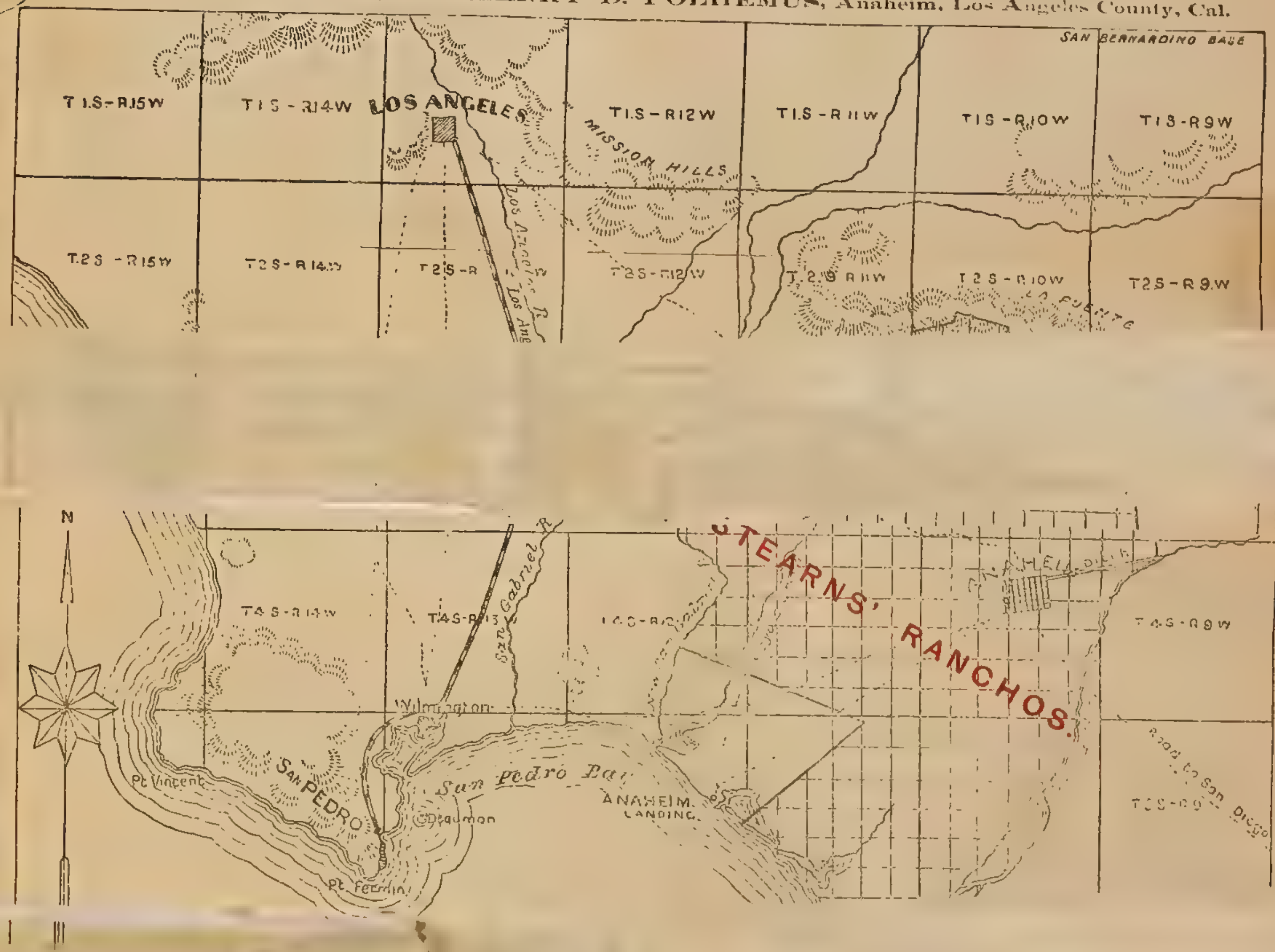
"ABEL STEARNS' RANCHOS,"

"LA HABRA," "LOS COYOTES," "SAN JUAN CAJON," "LAS BOLSAS," "LA BOLSA CHICA,"

FOR SALE, IN SECTIONS OR FRACTIONS, BY

E. F. NORTHAM, 432 Montgomery Street, S. E. corner Sacramento, San Francisco,

OR, APPLY TO **HENRY D. POLHEMUS**, Anaheim, Los Angeles County, Cal.



Also the Agency at Los Angele

Townships six miles square, containing 36 Sections. The smaller Squares within the "Stearns' Ranchos" represent one mile—a section of 640 acres. Roads are proposed to be laid out on every Township, Range, and Section line, N. and S., and E. and W.,—thus forming Blocks of one mile square—subdivided to suit purchasers.

Farming Lands—Perfect Titles.

Early Mexican Grants confirmed by the U. S. Courts; distant 6 miles E. of the San Pedro and Los Angeles Railroad, now being constructed, 10 miles E. from Wilmington Port, 12 miles S. E. from Los Angeles, 1 mile from Anaheim Landing, where the steamers regularly deliver and receive cargo.

The River New San Gabriel runs along the west side, the Santa Ana on the east, and the Pacific Ocean forms the southern front.

This large tract, nearly level, with a gentle slope southward towards the Ocean, comprises a variety of soil, rich and fertile, well adapted to wheat, barley, oats, potatoes, etc., and choice tracts for the culture of the orange, lemon, olive, fig, mulberry, grape, and tropical and northern fruits generally; also, hops, castor-oil beans, hemp, flax and tobacco.

The large southern portion consists of bottom lands of rich alluvial and sandy loam, with water 3 to 7 feet under and moistening the surface—especially appropriate for the cultivation of CORN on a large scale, without irrigation, from which land 80 to 100 bushels per acre may be produced.

The famous German settlement "Anaheim" is on these lands. For health and comfort the climate is excellent, as is well known. Maps, showing the advantageous location, the sections and quarter sections, topography, &c., are ready for inspection at our office.

These lands are now for sale. ¼ cash, balance in 1, 2 and 3 years, with interest at 10 per cent., payable annually. (For prices see 4th page.)

Routes.

Steamships leave San Francisco every Saturday morning, touching at Santa Barbara (280 miles) the following noon, remaining a few hours; arrive at San Pedro and Wilmington (380 miles) the next morning; thence, after a few hours, proceed to Anaheim Landing (10 miles), and San Diego (90 miles). Returning, arrive at San Francisco the following Saturday.

Stages connect with steamers from San Pedro to Los Angeles (24 miles), from Wilmington to Los Angeles (20 miles), from Wilmington to Anaheim (20 miles).

The land route from San Francisco is by railroad, daily, to Gilroy (80), thence by stage through to Los Angeles in about two days, thence through Anaheim 25 miles) to San Diego, and return.

JULY, 1869.

[From the [illegible], May 25th 1869.]

RESOURCES OF SOUTHERN CALIFORNIA.

INTERESTING LETTER FROM COMMISSIONER WILSON.

[FROM OUR OWN CORRESPONDENT.]

WASHINGTON, May 15th, 1869.

The following letter, written by the Commissioner of the General Land Office in response to inquiries on behalf of a number of Hollanders, who contemplate emigrating to California, will be read with interest not only as an instructive summary of facts scarcely yet realized by Californians, but as an example of the admirable manner in which Commissioner Wilson disposes of the hundreds of similar inquiries which are constantly received by him from all parts of Europe. Questions of a general nature soliciting advice as to the most favorable points for settlement are answered with reference to the nationality, present location and probable choice of pursuits of those seeking information; and it may be gratifying to your readers to know that wherever opportunity offers, the peculiar advantages of California are set forth by Mr. Wilson with the same clearness and enthusiasm which are manifested in the articles relating *to the Pacific coast, embodied in his last* annual report.

Commissioner Wilson's Letter.

emption and homestead lands, and located with College scrip, and still continues to be taken, in consequence of a numerous emigration to Southern California within the last two years, that it would be hazard[illegible] [illegible] to undertake to specify the quantity of public land at present subject to entry, as the next returns from the local officers may show the amount considerably diminished. There is, however an abundance of unoccupied land of the best quality in each of the counties named, which, whether belonging to the Government or in the hands of private owners, may be readily obtained at very moderate prices, generally varying from $1 to $5 and upwards per acre, according to value.

Mexican Grants, Title, etc.

Lands in the hands of persons claiming under Mexican grants confirmed by the United States, are perfect as to title. Lands claimed under grants not so confirmed, seldom rate at a high figure; and should the title subsequently fail, and the lands be declared a part of the public domain, the laws of the United States extend to parties in possession under conveyances from former grantees, a pre-emption right to enter the land so occupied at the minimum price of $1 25 per acre, so that in either event the settler will obtain the land at a very low price. Indeed, at the present day no apprehension need be felt about the title of lands in California, as most of the old Mexican grants, valid and invalid, have passed through the ordeal of judicial investigation, and have either been confirmed, or the lands claimed declared part of the public domain; and even if an occasional claim should be met with not yet acted upon, the Acts of Congress make such liberal provision in favor of *bona fide* settlers that no great injury can result in the event of such claim proving invalid.

An emigrant from Europe, entirely unacquainted with the land system of the United States, or the nature of titles in this country, and the mode of recording them, might be liable to make a bad bargain, unless he fully informed himself. But there are abundant opportunities of ascertaining the condition of the title of every tract of land, and a person of ordinary prudence need not to go amiss.

Government Lands, etc.

Government lands in California may be taken under the pre-emption or homestead laws, the entries being effected in the manner pointed out in the accompanying circular from this office, dated March 10th, 1869. In the southern part of the State these lands are mostly located to the eastward from the Coast Mountains; but there are, nevertheless, in the western portion of each of the above named counties, small quantities of public land not yet occupied, which may be entered at the District Land Office at San Francisco, excepting lands in Kern county, which must be entered at Visalia, in Tulare county. The localities of the different places mentioned may be readily understood by inspecting the accompanying map of that State; an examination of which will also show the localities of private grants confirmed at the date of the map, the names of which, with corresponding numerals, are placed in the margin.

Good Lands.

It will be observed that the good lands of Southern California are found on the Pacific, in the valleys and on the foot-hills of the Coast Mountains, extending inland from twenty-five to seventy five miles, embracing an area susceptible of cultivation and admirably adapted to horticulture, equal in extent to the State of Massachusetts.

Climate, Productions, etc.

The climate of these valleys, some little distance from the coast, is not surpassed in any portion of the world; the intense heat experienced in the arid plains further to the East being modified here by an altitude of several thousand feet above the level of the ocean. Numerous streams of water flow through these valleys—many of them permanent—furnishing the means of irrigating large bodies of land. The grape vine flourishes here luxuriantly; more than 6,000,000 being cultivated in Los Angeles county alone, yielding one-and-a-half million gallons of wine, and more than one hundred thousand gallons of brandy, besides large quantities of choice grapes for the San Francisco market.

[illegible] [illegible] tains vigorous growth in almost every variety of soil, is remarkably free from disease, and requires no irrigation. It flourishes as well on the foothills and on the sides of the mountains as in the valleys, and produces a stock strong enough to dispense with the necessity of stakes, thus greatly reducing the amount of labor required in a vineyard. A vine is now growing in Santa Barbara county twelve inches in diameter four feet from the ground. At six feet from the ground the stem is divided, the branches extending in every direction, covering an area of 10,000 square feet and producing annually 12,000 pounds of grapes, in bunches from fifteen to eighteen inches in length, averaging from six to seven pounds each. This vine is of the old Mission grape, and was planted forty [illegible] years ago.

But the soil and climate of these valleys are equally well adapted to the growth of the orange, lemon, lime, citron, fig, walnut, olive, banana, almond, filbert and currant; and wheat, barley, corn, potatoes, cotton, tobacco and sugar-cane thrive well. In an orange grove of 2,000 trees, near Los Angeles, the annual crop averages 1,500 oranges to each tree, some of the trees producing as many as 4,000 each. The sides and summits of the mountains contain an abundance of pine, cedar, hemlock, maple and oak; and deposits of gold, silver, copper, tin, marble, alabaster, asphaltum petroleum, sulphur, salt and coal are numerous.

The Mulberry and Silk.

Of late years large quantities of mulberry trees have been planted, and preparations are making to commence the rearing of silk-worms on an extensive scale, experience having fully demonstrated the adaptability of the soil and climate of California to the successful [illegible] of this industry; the number of trees set out in different parts of the State being already about 1,000,000, and increasing [illegible] every variety of mulberry succeeds well, the tree attaining a growth in three years equal to five years in Europe, and yielding leaves in much greater abundance. The cocoons are remarkably exempt from disease, and are nearly one third larger than those of other countries. This fact has become so well known abroad that a large foreign demand has grown up for the eggs of the [illegible] worm, and orders from France, Belgium, Italy and Mexico are constantly being filled to so large an extent as to threaten to [illegible] the manufacture of silk for several years to come.

Two crops of cocoons are raised in the year, in May and July, a season during which the atmosphere of California is almost free from clouds, there being neither thunder storms, wet nor cold spells to check the progress of the cocoons, or to injure the mulberry [illegible] such vicissitudes being not only destructive of the health of the worm, but fatal to the quality of the silk it produces.

The extraordinary advantages of the climate and soil of California for the successful prosecution of the two important industries of wine and silk manufacture are already attracting a large immigration from the localities in Europe where these branches form leading industries; and with such advantages in favor of these pursuits as exist here, they cannot fail to be carried on upon an extensive scale within the lifetime of many already advanced in years. The counties in the Southern part of the State in which the cultivation of the mulberry has been entered upon are Los Angeles, Santa Clara, and Santa Barbara; but many of the valleys and side hills of the remaining four counties are equally well adapted, and need only an enterprising population to develope their wonderful capacity.

The State of California, with the view of establishing the business of silk making as one of its fixed pursuits, offers a premium of $250 for every 5,000 mulberry trees, to be paid when they are two years old, and a premium of $300 for every 100,000 cocoons.

Extent, Cultivation, etc.

Of the 4,000,000 or 5,000,000 acres in Southern California adapted to the vine and the mulberry tree, and a great variety of semi-tropical fruits, not much over 100,000 acres are thus cultivated—probably not that quantity; and although that region is capable of accomodating and comfortably supporting a population of 1,500,000, its present population falls short of 40,000.

Wine and Brandy—Unoccupied Lands—A Successful Colony.

Hundreds of thousands of acres of the finest lands, blest with a climate equal to that of the fairest portions of Italy, are held in extensive tracts under Mexican grants, and are either entirely unoccupied or devoted to grazing; the proprietors, however, manifesting a willingness to subdivide and sell their claims as rapidly as the increase of settlers creates a demand for the same. As an illustration of what may be accomplished by an enterprising colony of settlers, the village of Anaheim, in Los Angeles county, may be referred to. In the summer of 1857, a company of Germans acquainted with grape culture bought 1,265 acres of land in the valley of the Santa Ana river, at $2 per acre, dividing it into fifty rectangular lots of twenty acres each, with streets between them, and subdividing the residue into sixty town lots—one for each of the proprietors, and ten for public purposes. The lots were all fenced with willows, sycamore and poplars, and about ten acres of each planted with vines. At present there are over 1,000,000 vines growing in this village—most of which are in bearing—already producing annually over 100,000 gallons of wine and some 10,000 gallons of brandy. Of the various kinds of fruit trees, there are more than 10,000. Every one of the fifty lots contains a comfortable homestead, and the village has a population of about 400, with a good public school, several stores, and a postoffice in the town. Each of these lots is worth at the present time fully $10,000, and is continually increasing in value. The history of Anaheim demonstrates the advantage of settlements by colonies. Had each of the original fifty settlers of the village located by himself cut off from the encouraging sympathy and mutual counsel of congenial neighbors, it is doubtful whether success would have crowned the efforts of one fourth of their number; but, adopting the colony plan, they have in twelve years advanced to a condition not only of comfort, but of comparative wealth.

There are many opportunities, not only in the county of Los Angeles but in each of the others named above, and, in fact in nearly every county in California, to repeat the experiment of the Anaheim settlement, under circumstances even more favorable than existed in that case.

Since 1857, the character of California as one of the best wine-producing countries in the world has been fully established, many foreign varieties of the grape have been tested; and much that twelve years ago rested upon uncertainties has been established by repeated experiments; in addition to which the great continental railway from the Atlantic to the Pacific has been completed, opening a market for the products of the California vineyards.

All these advantages, that did not exist when Anaheim was founded, will render the trials of similar colonies much less severe.

Very respectfully, your obedient servant,

JOS. S. WILSON, Commissioner.

25,089

THE DISPOSITION

OF

THE MINERAL LANDS.

BY EDSON HARKNESS,

OF ELDORADO COUNTY, CALIFORNIA.

WASHINGTON, D. C.:
McGILL & WITHEROW, PRINTERS AND STEREOTYPERS
1865.

MINERAL LANDS.

The mineral lands of the United States are so extensive and so valuable, that the proper policy to be adopted in regard to them must be of great national importance. These mineral lands comprise all the mountains between the Mississippi valley and the Pacific ocean—a country of greater extent than the original thirteen States. They are a part of the public domain, and belong to the people. Every citizen of this great republic has a legal interest in this vast property, and, therefore, has a right to be heard on all questions relating to its management. The Congress of the United States, as the trustees and representatives of the people, have the absolute control of these mineral lands, and it is to be hoped that each individual member will take the trouble to make himself well acquainted with all the facts connected with this important subject. From the debates in the first session of the Thirty-eighth Congress, and from numerous paragraphs in the public journals, it is quite plain that the great body of the people in the Atlantic States are not very well acquainted with the real condition of their brethren on the Pacific coast; and with respect to the value of mines, and profits of mining, many erroneous views are entertained.

It has often been said that the nation has gold and silver enough stored away in her vast mines to pay the national debt ten times over, and still have plenty left. This is undoubtedly true; but it is equally true that there is wealth enough stored away in the soil of Illinois or Missouri to do the same thing. In either case, the hand of patient and long-continued industry must be employed before this wealth can be brought to the light of day and made subservient to human wants. The gold and silver lying undisturbed in the mines is no more a present available treasure than the elements of food lying dormant in the soil.

In the present condition of our national affairs, a large annual product of gold and silver is very much to be desired, and will continue to be equally desirable for a long series of years. It is therefore quite clear that such measures should be adopted as will concentrate the largest possible amount of labor upon this important branch of national industry; and what these measures should be, I propose to discuss, at some length, in this paper.

Although the large production of the mines for the last fifteen years has exercised a very beneficial influence upon the trade and prosperity of the nation, yet it cannot be denied that the individuals who have dug out the precious metal are, as a body of men, less prosperous than any other equal number of American citizens. This statement may seem strange to some readers, but it is nevertheless a truth, that we, of California and Nevada, cannot only see but feel. The writer, after a residence of eight years among miners, and having an extensive acquaintance, cannot now bring to mind a single individual whose pecuniary condition has been improved by mining. A man in the Atlantic States, where thunder-showers are common, stands about the same chance to be struck by lightning as a California miner does to strike a rich gold deposit; in either case the event is startling, and is apt to find its way into the newspapers. When the miner, after years of toil and privation, is lucky enough to save a few hundred, he generally "goes home," or engages in some other business. You will hear hundreds of men, who have been ten to fifteen years in the mines, talk of "going home" next fall, or next spring, and they have so talked every year since they have been here, but have never had the means to purchase a "home ticket."

Sober, industrious, frugal men, after laboring in the mines for years, often send to their friends for money to defray their expenses in getting back. I know hundreds of miners now struggling with poverty, who, had they invested in western lands the money expended in getting to this country, and had exercised the same industry and economy they have here, must now have been comparatively wealthy.

In order to come to any correct view of what shall be done with the mines and mineral lands, we must banish the idea that mining is a profitable business, but must consider it as a branch of industry which needs the fostering care of the Government, that it may produce the supply of the precious metals so much demanded by our enlarged national expenditures.

The policy first adopted, of permitting all mankind to come freely into the mines and dig wherever they choose, was perhaps the very best that could be adopted at the outset, for it produced a sort of crusade which suddenly brought a large population of energetic men to this coast; and however disastrous to most of the individuals engaged, the results were highly beneficial to the nation. But this policy is self-exhausting, and if long continued must bring the country back to much the same position it was in before gold was discovered.

But before we could enter upon the discussion of what is best to be done with the mines, it may be proper to take a cursory view of the great country comprehended under the general appellation of the mineral lands.

The whole area extending from the base of the Rocky mountains to the shores of the Pacific, and from Mexico, on the south, to the British possessions on the north, may properly be regarded as a mineral country—that is to say, all the mountains and hills which have been explored in this vast region contain more or less of the precious metals. And, as gold will float freely in water (as water in the atmosphere) when reduced to extremely minute particles, we find it mingled with the sands of the valleys. The low range of mountains skirting the Pacific ocean have few workable gold mines, but they have recently proved to be rich in copper. Most of the gold supplied by California during the last fifteen years has come from the western slope of the Nevada range, which runs parallel with the coast the whole length of the State, and distant from it one hundred to one hundred and fifty miles, and the width of this western slope of the mountain, from the summit to the foot hills, is from fifty to eighty miles. The summit of this vast range consists of a series of volcanic basins, three to ten miles apart, with high peaks between them; these basins, through which the materials of the mountain appear to have been thrown up, are from five to seven thousand feet above sea level. They form the only practicable passes for roads, and are the heads of the numerous small rivers which flow down the mountain, and by their rapid descent tear frightful chasms in the mountain side; a cut of two thousand feet deep, and not more than a mile across its top, being seen in many places. The high peaks are the great reservoirs where the water which falls in winter, in the form of snow, is retained by the low temperature until summer, when it is gradually melted and sent down to the parched valleys in the dry season. Were it not for this beautiful provision in the organization of nature, this coast must have forever remained barren. These small rivers are generally about ten miles apart, and the ridges between them have been cut into thousands of fantastic shapes by the long-continued action of water. Good roads of easy grade are to be found ascending the mountains on all of these ridges, but no roads can be made along the rivers, unless at a very great expense, there being no valleys along the margins of the rivers, which form frightful chasms, cut into the solid rock. The gold-producing district is about half way from the foot hills of the great valley to the summit, and is quite narrow, seldom being more than ten or twelve miles wide.

The rivers, however, carry down in their gravel and sand a considerable quantity of gold far below the line where any is found in the cañons, or small streams. All the gold of the country was, undoubtedly, in its first formation, embedded in ledges of quartz; these ledges or veins are found in the crevices of all the igneous rocks, which have, in cool-ing, shrunk from one-half per cent to three per cent; these cracks or crevices seem to have been filled with quartz by the slow process of crystalization, and to have formed the matrix of all the precious metals.

We now find gold in the undisturbed ledges, or where ledges have been washed away and their precious contents have been deposited in the gravel, or rather under the gravel, and on the surface of the bed rock. All other metals, when washed out by the rapid water currents, are, by the action of the air and the water, decomposed and disappear; hence we find silver, cinnabar, copper, &c., only in the undisturbed ledges, while gold, being nearly imperishable, is found wherever the contents of a ledge originally containing it has been washed away. Cubic miles of these ledges (as is remarked by Mr. Greeley) have been torn away by the rapid currents descending the mountain side, and have deposited their contents on the bed rock at the bottom of the gravel in the cañons and rivers. Every traveller is struck with astonishment with the immense amount of work which has been done in turning over these gravel beds, many of them having been worked over and run through sluice-boxes as many as six times. Were every day's labor performed in the gold mines set down in figures, and under those figures the dollars in gold also set, it is believed by most men familiar with the subject that the dollars in gold would be much less in number than the labor in days. The cost of living in the mines has always been great, and it is fair to place the aggregate cost of boarding at seventy-five cents per day. If these general estimates are nearly correct, we have less than twenty-five cents per day left as the wages of the miner over and above his boarding. Were all the earth and gravel handled in mining thrown into an embankment, extending from New York to the Mississippi river, it would probably be twice as high as the Chinese wall, and wide enough on its crest for a great thoroughfare.

There are a series of copper ledges near the western base of the Nevada, some of which are now known to be valuable, and many more will no doubt prove ultimately to be so, and there are also a number of silver ledges, near the summit of the mountain, which are believed to be valuable, but are not yet fully tested. It is said to be characteristic of all the large mountains on the West Coast of America that copper abounds near their base, gold half way up their slope, and silver near their summits. This theory would seem to explain the reason why silver is the prevailing metal in all the mountains from the Nevada range, eastward, to Salt Lake; for in all the vast districts known as the Great Basin the mountains are covered up to the depth of about four thousand feet above sea level by the beds of sand which surround them. It is, therefore, probable that at a depth of fifteen hundred to three thousand feet there is plenty of gold in the mountains lying eastward from the Nevada range; but if such gold mines exist they are of little or no value.

A word more in regard to the Placer mines of the Nevada and we have done with this part of our subject. These gravel beds being easy of access compared with the quartz ledges, which are enclosed in solid rock, have been worked over and over again by the miners, and but little now remains of these deposits in the gravel; "they do not pay." Poor men are yet compelled to work them or starve, for they cannot raise money enough at any one time to buy a "home ticket." I know many intelligent men, of good literary attainments, pure morals, and frugal, industrious habits, who have been toiling for years in these Placer diggings, suffering many physical privations, as well as the sickening influence of hope deferred. All that they get being easily convertible into coin, they generally have a little ready money, and nothing else but money; large contributions to the Sanitary fund have come from this class of men, and even these generous contributions have had a tendency to place the people of California in a false position before their brethren of the East, as it is quite natural for our friends to infer that such large donations in gold, so freely given, could only come from a people abounding in wealth. But here we know full well that such is not altogether the case. It has, to a great extent, been given by poor but patriotic and generous miners, who had nothing but gold to give.

The only mining resource of this great country which is worthy of serious consideration is to be found in the numerous ledges of quartz, containing gold, silver, copper, and other metals. A large portion of these ledges contain no trace of valuable metal; others have too little for workable mining; while a few are being profitably worked, both in California and Nevada. Their development requires much time and a large outlay of capital. Deep shafts or long tunnels have to be run through the solid rock before it can be known with certainty that a ledge "will pay," and it has frequently happened that the part of a ledge first struck proved to be so rich as to induce the erection of expensive machinery, and upon further working there has been a total failure of paying rock, so that the whole expenditure, amounting to many thousands, has been an absolute loss. Still, after all these drawbacks, there are good workable ledges, containing gold, silver, or copper, scattered here and there over a country of immense extent, probably larger than the original thirteen States. These will no doubt be gradually developed and worked, to a greater or less extent, as long as civilization shall last. These mines, however, have no real value until the hand of industry extracts their treasure. They seem to be regarded by many as a *present treasure*, as a treasure in hand, whereas they are not a whit more so than the treasures laid away in the rich vegetable mold of the western prairies. "We, the people," are the owners of all these vast mines; but if we make the terms upon which they shall be opened and worked rigid and difficult to those who are disposed to pitch in and develop them, they will, to a great extent, remain as undisturbed and as useless during the next hundred years as they have been during the last. If a liberal policy is pursued, we may look with confidence for a rapid increase of the gold and silver product for a long series of years; and this increase, in the present condition of our national affairs, if not a necessity, it is, to say the least, very desirable. The increase of gold during the last fifteen years has reduced its intrinsic value at least one-half; and it is fair to infer, that with suitable encouragement, the product will, during the next twenty years, be so far increased that its real value will be less than the one-half of what it is at present. If this view of the case be correct, a debt of one hundred dollars contracted to-day, payable in coin at the end of twenty years, although it will take one hundred dollars in coin to pay the debt, that amount of coin will only represent one-half the real value that it does now. In other words, our national debt, by the depreciation in the value of gold from its present value, will be practically reduced to the full extent of that depreciation. It may, therefore, be safely assumed, that the measures which shall tend to bring the greatest possible amount of industrial force to bear upon the mines are the best measures.

Had the rich lands of the great West been held by the Government at a price beyond the reach of the purchaser, they must still have remained a wilderness; and so with our mines—they must go into private hands, or forever remain undeveloped. The old feudal system of rents will never answer, being contrary to the genius of our people. The miners, like other American citizens, must be enabled to build up *homes of their own;* they must own the land, or the mining region can never flourish. In fact, no country can be worth much where the people do not regard themselves as at home. One may travel through the mining districts, and hardly find one man in twenty who thinks he is at home. He speaks of his home as in some remote country. The centre to which his thoughts and affections converge may be in Asia, in Europe, or in some remote portion of America—unfortunately it is not here, where his muscles could build up a home if his mind could act with them.

The prominent features of our present land system, which has worked so well, may be summed up in a few words.

First. The price was fixed at so low a figure as to enable every prudent man, who wished to follow agriculture for a living, to purchase a sufficient quantity to answer his own wants, and at the same time so high as to prevent a monopoly by capitalists. The public domain sold by the Government was, by this policy, filled with working men from all parts of Europe and from the settled districts of the United States, thus bringing to bear upon the agriculture of the country the united experience of intelligent farmers, from the best cultivated portions of both continents.

Second. The perfect title obtained from the Government was of untold value, producing in the purchaser a sense of his true manhood. He became, by the act of purchase, an integral part of a great Commonwealth. His personal welfare became identified with millions of other men situated like himself, and all bound together by innumerable ties of interest and of sympathy. He was conscious that all he might do in the way of redeeming the wilderness from its native desolation, that all he might plant, and all that he might build, would descend as an inheritance to his children.

Third. The *boundary* of his purchase was fixed and unchangable. No men could trespass, with impunity, upon his domain. The range, township, section and quarter section, which he had bought and paid for, was known on the map of the country. His letters patent, with the great seal of the United States, and with the name of the President attached, was duly recorded at the seat of government.

Under this beneficial land system the seven free States of the Northwest have, in the space of sixty-five years, grown up out of a wilderness, into a condition which challenges the admiration of all men. An equally rapid progress in all the arts of peace and civilization may be looked for, in vain, through all history; and recent events have proved that the owners of the soil, who cultivate it with their own hands, are the right kind of men to depend upon when the Republic is in danger.

There is a vague idea prevalent that a land system proper, for the sale of an agricultural country, is not suited to the mineral lands. This idea was acted upon by our Government in the Galena mines of Illinois, Wisconsin and Missouri. The lands were withheld from sale, and an effort was made to raise a revenue directly from the mines, but it proved a signal failure, and the mineral districts were finally sold, as other public lands. It is probably quite safe to assert that the Government is now receiving, from a wealthy and prosperous people in these mining districts, ten fold the amount of revenue which could have been obtained by holding on to the lead mines. If there is really any difference between the proper management and disposal of that part of the public domain called agricultural and that which is called mineral, the writer would confess that he has been unable to see it. In both cases the object is to bring the intelligent labor of free men to bear upon the wealth stored away in the earth, and thereby raise up prosperous and happy communities where they never before existed. The liberal and judicious land system of our Government, as applied to the northwestern States, has been a glorious success; and I can see no good reason why the same system, with some slight modifications, may not be applied with equal success to the great country extending from the Mississippi valley to the Pacific ocean.

The only serious difficulty in extending this beneficent system to the mineral lands is, the erroneous and very extravagant estimate which many people seem to fix upon the value of the mines. It may be proper to put in a word just here in regard to the *proportion* of the land within the mineral districts which is underlaid with the minerals, and is, therefore, strictly mineral land. Take the whole western slope of the Nevada, embracing an area of, say twenty thousand square miles, and there is not an average of one acre in a hundred that any man familiar with mining regards as mineral lands; and this, be it remembered, has been, and is now, the principal source from which has flowed the golden stream so stimulating to the commerce and industry of the civilized world. The precious metals are all found either in the undisturbed ledges of quartz, or in the water channels, which have torn away and decomposed these primitive ledges. Take the whole mineral region together, it is very doubtful whether one acre in a thousand will ever be disturbed by the hand of man on suspicion of its containing the precious metals hid away under its surface.

What, then, shall be done with this ninety-nine hundredth part of the country, which is not mineral land? True, much of it is sterile, and as worthless for all purposes of agriculture as the bottom of an ocean. But a great deal of it is not so. It can, under a good and paternal government, support many millions of people by agriculture, and many millions more by mining. In its climate and geological features it bears a strong resemblance to Western Asia, supposed to be the cradle of the human race, and certainly the country where civilization first dawned upon mankind. The richness of its soil as a whole cannot be compared to that part of the continent which borders the Atlantic, but with all its faults, it has attractions peculiarly its own—the most healthful climate to be found anywhere on the whole continent, and it is unrivalled in the production of many of the most desirable fruits. The grape seems at home wherever planted in California, and will, no doubt, be equally so in the southern portions of the Great Basin. The best wine grapes of Europe, when grown here, are claimed by intelligent foreigners to be improved by the change, and no country can produce finer apples, peaches, plums, and strawberries. Timber is abundant through California and western Nevada, and is also found on all the high mountains to the eastward, through the Great Basin, and water of the best quality is not wanting. A soil covered with enormous native trees cannot be very barren, although it may appear to be so, and it may take the labor of one generation to subdue it. Could the land be sold as other lands have been sold by the government, a home feeling would grow up among our population, and although it could never become a rich agricultural region, it would be a delightful country to live *in* when the people should obtain plenty to live *on*.

It is quite certain that the western slope of the Nevada must either be sold by the government and reduced to individual ownership, or must, to a great extent, fall back into the possession of the primitive inhabitants. The people have all along indulged the hope that at some period, not remote, the lands would be brought into market, and that they would have the right of pre-emption to such lands as they had cleared and improved. This vague hope has induced many to clear off the heavy timber, and plant orchards and vineyards, and to cultivate vegetables and cereals. But there can be no fixed marketable value to such possessions, and it will be conceded that no wild country can be brought into a state of prosperous cultivation unless the soil be owned by the cultivator, who regards it as his home.

There are many reasons why the government should encourage agriculture in the mountains by the sale of the lands.

First. There can be no doubt that the production of the precious metals would be largely increased by the presence of an agricultural population. The miners could live much cheaper, and consequently be able to work less productive mines. The agriculturist could work at the mines in winter, when water is plenty, and when he would have little else to do. In the summer months, when water is scarce, and miners are often compelled to be idle, they could often find employment among the agriculturists. The two systems of labor would work harmoniously together. The want of constant employment, now so great an evil among miners, would be in a great degree satisfied.

Second. There is another good reason why the government by its policy should endeavor to fill these mountains with people. There is probably no spot on our globe more favorable to the perfect development of the human organization. Although the land is in some respects barren, it is fruitful in the production of men, "high-minded men."

The young stock of humanity now growing up in these mountains is characterized by a degree of health and elastic energy which it is difficult to find in other lands. Our people have come from all parts of the civilized world, and although we have a considerable element that is eccentric, irregular, and vicious, yet the majority are characterized by that fixed love of personal freedom which induced them to brave the perils of the ocean and the wilderness, rather than settle down quietly in a state of dependence upon those whose fortunes were more favored than their own. The same spirit that brought the Pilgrims to Plymouth Rock has had much to do in peopling these mountains; and if properly encouraged to remain here, by giving them the right to call the soil their own, they will grow up, and become one of the strong branches of our great national family. There is no real antagonism of interest between the inhabitants of these mountains and the great body of thirty millions, who, as joint tenants, are owners of the soil. It is very desirable that the largest possible amount of money should be raised from the mineral lands *now*, and that such a policy should be pursued as will insure the largest annual product of the precious metals for a long time to come. The sale of the mineral lands will accomplish both these desirable objects, and at the same time build up and establish civilized communities in our vast mining region.

But how, says an objector, would you deal with the numerous small mining claims scattered all through the mountains? You would not, surely, deprive the poor men of their last resource, their poor mining claim, which furnishes them with a bare subsistence? I would do no such thing. I would survey the land into sections, as other public lands, and by law make the section divisible into fourths, eighths, sixteenths, sixty-fourths, and if need be, into one hundred and twenty-eighths, and give the miner, as well as the ranchman, the right of pre-emption to the smallest division which he might wish to purchase. Should there be two or more mining claims on the same division, then I would give each an opportunity of pre-empting his own claim, without interfering with the recognized right of another, on the same division of land. There is no great practical difficulty in making these small subdivisions of a section. The government now sells forty acres in a tract; whereas the actual survey is into sections of six hundred and forty acres. The northeast or other quarter is sold without farther description than simply referring to the quarter, the section, the township and range. If eighty acres is sold then it is described as the east or west half of such a quarter, of such a section, township and range. If forty acres is sold, then it is described as say the N. E. quarter of the northwest quarter of such a quarter, such a section, and such a range. It is quite easy to extend this sort of description to ten acres, the fourth of forty, and even to five acres.

There is no possible danger that capitalists will monopolize the mineral lands, and thereby prevent prospectors from discovering new deposits of mineral. Were the proprietorship of the land in private hands, the prospector could, in all cases, by private contract, secure the right to work upon terms as desirable as those now prevailing.

An immense amount has been spent in litigating mining claims which would have been saved had the land been owned by individuals. The courts recognize the local laws and usages of mining districts, but these are often so vague and uncertain as to produce endless confusion. But it would be an almost endless task to paint the numberless evils which beset us as a people, all arising out of the great fact that we do not own the land. We do not ask to be "let alone." We want the Government to extend the same kind care over us that has been shown to other new States. Let us have the land upon which to build up houses, and thereby bind us more closely to that great nation which must forever remain one and indivisible.

The foregoing paper has been written with the hope of bringing the reader to the following conclusions:

First. That it is the duty of Congress, as the trustees of the people, to so manage the public domain that it shall produce the greatest possible amount of gold and silver during the coming twenty years.

Second. That the best, or rather the only mode of producing this desirable increase, is an early survey and sale of the mineral lands.

Third. That the same wise and beneficent system adopted by the Government for the survey and sale of agricultural lands is equally applicable to mineral lands, with the single modification of selling mining claims in smaller quantities.

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REVIEW

OF THE

"TIDE LAND SWINDLE."

Certificates of purchase, issued by the Land office of this State, for Marsh and Tide Land in the vicinity of San Francisco and Oakland, have been objected to as invalid, and the occupation of the land resisted by the Attorney General. Appeal has been made to the Legislature to examine and approve these claims, and relieve the purchasers from tedious, expensive and annoying litigation. The applicants for this relief invite and desire the most thorough and searching investigation into the matter, in every way—the law and equity of the case, and the honesty of their intentions and proceedings. Yet they have been denounced as conspirators and swindlers by some of the leading papers of San Francisco, which have not stated facts enough to make the truth on any point, nor made any arguments the applicants deem worthy of reply. In San Francisco, and wherever else they are known, the character of the assailed is proof against the assault, vindictive as it has been.

The Law officer of the State, in the discharge of his duty, honestly, I have no doubt, has expressed an opinion to the Legislature, to which his position may give more weight than we think its conclusions merit. He can make no objection to my reviewing his authorities, and commenting upon his opinion, and, in a plain way, attempt to show to plain people that the purchasers of this land had, and yet have good ground for believing that they are right, and that their claims are honest, and we trust, valid.

The opinion referred to was published in the *Sacramento Union*, in the Senate proceedings of Monday, 19th February.

The Acts of the Legislature referred to by him, are those of 1855, 1858 and 1859, and 13th and 14th May, 1861—all laws relating to swamp and overflowed lands; and the Act of 27th April, 1863, which embraces all the lands of the State, excepting lands near San Francisco and Oakland. Upon his construction of these, and the support he can draw to it from the following decisions, viz: People vs. Charles Morrill, 26 Cal. Rep., p. 336, Higgins vs. Houghton, 55 Cal. Rep., p. 257, State vs. Conkling, 19 Cal. Rep., 509–12, he gives as his opinion, "that it was not the intention or the understanding of past Legislatures that the lands on the City Front, and in the prescribed limits, should be subject to sale."

The counsel for the City of San Francisco, who argued the case before the investigating committee a few days ago, relies, no less than the Attorney General, upon points settled by the Court, in the case of Morrill. I think that I will be able to show, that the point made in that decision, upon which, I suppose, that both of these gentlemen rely, cannot be right, unless the great principle established in the case of Conkling is wrong.

The land applied for by Morrill was "one hundred and sixty acres of State tide land, situated in the county of Santa Barbara." (Sec. 1 of the Rep.) The date of the application for the survey was on 2d March, 1861.

At that date, the term "tide land" was unknown to the laws of this State. If the decision of the Court rests upon any other ground, I cannot see its justice.

In this case the Court say: "the result is, that nothing was offered for sale by the Act of 1858, except the lands falling within the Arkansas grant, of 1850." The Court afterwards slightly qualify this point, by deciding that small strips of ground "belonging to the State by virtue of its sovereignty," by which the salt-marsh is occasionally threaded, and within the ebb and flow of the tide, were by that Act permitted to be included within the surveys. Yet they adhere to the opinion that the State land was not offered generally, but in exceptional cases. I propose to show that all overflowed lands of the State—those belonging to the State by virtue of its sovereignty, as well as the lands donated by Congress—*were thrown open to sale* by that Act, excepting only small portions of each, in certain localities, excepted by name and defined by localities.

The Act of 1855, was an Act "to provide for the sale of Swamp and Overflowed Land," and none other.

The 18th Section of the Act divides these lands into two classes: 1st. "Lands granted to this State by Act of Congress," etc., etc., and 2d. "Lands belonging to this State by virtue of its sovereignty." It clearly defines each class by distinctly defining the second class, which, in express words, is excepted from sale. And if this second class was not, at the time, regarded as "swamp and overflowed lands," this care, in excepting it from sale *as a class*, is idle and unmeaning. For in addition to this, large bodies of both classes, at numerous points, were also excepted and their localities specified in Section eleven of the Act.

This definition of the 2d class in the 18th Section, viz: "Below the ordinary high tide water on the sea shore and the shores of the harbors on the coasts of this State," is pronounced by the Supreme Court, in the case of Morrill, to be "a direct expression of legislative opinion, as to the character of the land owned by the State by virtue of her sovereignty."

The policy of the State in 1855 upon three points, is distinctly stamped upon as many sections of this Act, viz:

1st. That Swamp and Overflowed Land might be sold on a credit of five years. (Sec. 5.)

2d. That failure or "neglect to reclaim at least one half of the land so purchased, within the said term of five years, such neglect or failure shall work a forfeiture of such land," etc. etc. (Sec. 6.)

3d. That *no* lands, belonging to the State by virtue of its sovereingty, should be sold. (Sec. 18).

The Act of 21st April, 1858, is a revision of that of 1855. It repeals it in words and supplants it. It becomes the Swamp

Land Law of the State. It adopts some of the principles of the repealed Act, and by its thirteenth Section carefully designates, by name and locality, all of the swamp and overflowed lands that are to be withheld from sale. But it discards and ignores that section of the Act of 1855, which imposes the condition of forfeiture of the land for failure to reclaim one half of it; and discards also, that section which reserved from sale, as a class, all "lands owned by this State by virtue of its sovereignty." That there was design and intention in excluding both, who can doubt?

The Act of 1858 required cash sales. It was amended by the Act of 18th April, 1859, which restored the credit system, but not the condition of forfeiture for failure to reclaim. The Act of 27th April, 1863, is like that of 1859, in both respects. No one now claims that purchasers under the Acts of 1858, '59 and '63 incur forfeiture of their lands if they do not reclaim one half of them, because the Act of 1855 imposed it upon the purchasers under that Act.

We see then, that the exclusion of the 6th Section of the Act of 1855, from the revised Act of 1858, is *an abandonment of the principle* of that Section, viz: forfeiture for failure to reclaim.

The exclusion of the 18th Section of the Act of 1855, from the revised Act of 21st April, 1858, and all subsequent Acts, is equally *an abandonment of the principle* of that Section, which effectually withheld from sale all "lands owned by the State by virtue of its sovereignty."

Who can fail to see that the design was, to bring into market all the swamp and overflowed lands of both classes, excepting only those especially designated by name and locality?

The opinion of the Supreme Court of this State in the case to which the Attorney-General has invited attention, (viz: State vs. Conkling, 19 Cal., pages 511 and 512) is very distinct in favor of this construction. The Court says:

"It would strike a plain man with surprise, if told that the Legislature had industriously compiled a statute proceeding to minute details on the general subject, * * * and had omitted to incorporate a former provision of law touching this subject, and yet, that the omission was designed, or had the effect to include the omitted provision, * * * * but the principle is that when the Legislature makes a revision of particular statutes, and forms a general statute upon the subject matter; and from the frame work of the Act it is apparent that the Legislature designed a complete scheme for this matter, *this is a legislative declaration that whatever is embraced in the new law shall prevail, and whatever is excluded is ignored.*" (The italics, of course, are mine).

The Supreme Court, in the case of Morrill, have decided that the Act of 1858 "was passed for the purpose of 'reclamation,' as stated in the title." But the title is also for the "sale of the Swamp and Overflowed Lands of this State," and we have just seen that all these lands, of both classes, are equally open to sale, excepting only portions of each, especially defined in the 13th Section by their localities. The lands not excepted, are therefore also equally open to reclamation.

A careful comparison of the 11th Section of the Act of 1855, with the 13th Section of the Act of 1858, will show that the quantity reserved from sale by the Act of 1858, is only about one twentieth of that specially reserved by localities in the Act of 1855, to say nothing of the whole class of "lands belonging to the State by virtue of its sovereignty," which was also brought into market by the Act of 1858. The only "swamp and overflowed lands of this State," not subject to both sale and reclamation, viz: those named in the 13th Section of the Act of 1858, are therefore less than one-twentieth of the amount reserved by the Act of 1855.

I assume that the term "reclamation" is as pertinent to the recovering of land from salt water, as from fresh—and for the site of a city, as for a farm; for manufacturing and commerce, as for raising wheat or grass; and this assumption is, to some extent, supported by the Supreme Court, in the case of Morrill. After describing certain "swamp lands of the State, known as 'salt-marsh,' * * * threaded by channels of greater or less width, within the ebb and flow of the tide," the Court adds: "While the principal purpose of the Act was to sell the swamp and overflowed lands, which the State held by grant, still it was considered that that purpose could be best subserved by allowing purchasers of salt marsh to include such channels,

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when reasonably necessary, within their surveys." But these surveys were made under an Act, which the Court say, in the same decision, "was passed for reclamation." The reclamation of salt lands, I understand, then, to be admitted, and the permission to include lands otherwise excepted, is to facilitate that reclamation. If the Court concede this much to an Act, which contains nothing of preparation for, or the machinery of reclamation but the sale of land, what may we expect, when they come to consider an Act full and complete for that purpose—the Act of 13th May, 1861.

I have not attempted to prove that swamp and overflowed lands, donated by Congress, and lying in the vicinity of Oakland and San Francisco, were opened to sale and reclamation by the Act of 1858, but that State lands were, if the expression "swamp and overflowed" does not embrace both classes and all kinds—for only "swamp and overflowed lands" were excepted by the 13th section of the Act, and not "salt marsh." But I think that I have demonstrated two things: first—that more land, now known as "tide land," was offered for sale and reclamation by that Act, than is inferred from a reading of the Morrill decision, which the Attorney-General cites to support his opinion; and second—that the intention of the Legislature of 1858 was to recede from, if not abandon, the policy inaugurated by the Legislature of 1855, and that they did so, by releasing, from the grasp of the Act of 1855, at least ninety per cent.—perhaps ninety-nine per cent. in quantity, and as much in value, of all the lands it had reserved. I may add, that this policy of encouraging purchases and improvement, was further exhibited in the Act of 1859, by doubling the quantity which any one person was allowed to purchase.

I will now attempt to show that the Legislature of 1861, consummated the work begun by that of 1858, and swept away the last vestige of restriction upon either sale or reclamation of lands, either fresh or salt. Lands, "swamp and overflowed," within the county of San Francisco and near Oakland, were excluded from sale under the 13th section of the Acts of 1858 and 1859, not as of the first and second classes, but by localities. The restriction upon the sale of these excepted lands was, as we think, removed by the Act of 13th May, 1861.

The Attorney-General states that "the *chief* purpose of that Act was for reclamation and segregation. * * * It is not an Act for the sale of lands—no price is mentioned, no machinery is provided."

In reply to this, it may be said, that it has more machinery and as much price, as the Act of 14th May, 1861—the title of which is, "An Act to provide for the sale of Marsh and Tide Lands of this State," and of which the Supreme Court, in the case of Morrill, say: "The Act ratifies a class of purchases previously made, and authorizes purchases thereafter." In the same opinion, the Court say of the Act of 13th May, 1861: "The only purchases it provides for, not only lie in the future, but are to be made after the segregation contemplated by the Act. (Sections 19–27.)" This seems to me to be clearly an opinion of the Court, that sections 19 and 27 provide for "purchases"—which implies sale. The Attorney-General appears to admit that the Act has some other object, besides reclamation aad segregation—(his words are, "the chief purpose of that Act")—and since the Act is, for these purposes, *complete without the 26th Section,* we may consider that section as referring exclusively to what appears to be its sole object, viz: "purchasing" and its incidents, and examine it in connection with sections 19 and 27, just shown to be sections relating to the same subject.

The 19th section as a preliminary, directs the segregation of "the swamp and overflowed lands within „ every county, "from the high lands in said counties," thus prescribing a line that would dispose of the question, and dispense with the affidavit as to lands "swamp or swampy," which, as everybody knows, refers to apprehended contest with the Federal Government, as to what lands are included in the Arkansas grant, and nothing else. The County Surveyors were also to make complete maps of "*all* the swamp and overflowed lands within" each county, and prepare maps, not for the Board of Swamp Land Commissioners just created by the Act to supervise the reclamation, but for the offices of the Surveyor-General and County Surveyors, offices connected with sale, not reclamation. Surveys and maps for the purpose of reclamation are elsewhere provided for, and were to be made after the surveys contemplated in the 19th and 26th sections were completed.

The 26th section, entirely useless for any purpose of reclamation or segregation, provides that "after the survey (just described) has been made, any person desirous of *purchasing* swamp and overflowed land, shall file an affidavit," etc., the objects of which seem to have been: First—To provide for the sale; Second—To dispense with any affidavit like that in the Act of 1859, as to the character of the land; and Third—To discriminate between the two quantities to which a purchaser, under the Acts of 1858 and 1859, was limited, viz: 320 and 640 acres, and to allow to him the privilege of buying the larger quantity. The only other modifications of law then in force, required for the effective working of the new law, were: First—To dispense with a special survey (and its attendant expense to the purchaser), in each case of sale, which was done by directing the certificate of survey to be made in a manner new and unknown to other acts, after which it was referred to the machinery of the Act of 1859 for approval, and other steps necessary to the completion of title. The second and last modification was, as to what land the provisions of the Act were to apply. The 19th section had provided fully for the segregation and survey of the swamp and overflowed lands in every county. For what purpose then, but sale and reclamation, and sale to promote reclamation, was the 27th section adopted? It reads:

> "Sec. 27. The provisions of this Act shall apply equally to all salt-marsh or tide lands in this State, as to swamp and overflowed."

What comment is needed to show that the Act was intended for the sale as well as the reclamation and segregation, of any or all of the overflowed lands of this State.

To my mind it is clear that the Legislature of '61 was animated by the spirit of that of '58, which, with one blow, broke down ninety-nine of the one hundred pannels of Legislative fencing built around these lands in 1855; that they determined to finish their predecessors work—and they did it. They exposed all of the swamp and overflowed lands of the State, of both classes and of every name, to sale and reclamation. And I can see no good reason why the Legislature, when engaged in the preparation of an Act to promote and accelerate the development of her valueless overflowed lands, should not endeavor to remove all obstacles to that object, and as one of them, all restrictions upon sale of all the lands and in every place. If the reclamation of lands merely for agricultural purposes, the value and productiveness of which are increased but a few fold, is deemed matter of great interest to the State, how much more so is the reclamation of lands lying within and around the centres of manufactures, trade and commerce. By the improvement and full development of these points, the wealth and taxable property of the State is increased much more rapidly both in ratio and in aggregate. But for these improvements the rights of ownership are indispensable. It is very certain they will not be reclaimed without title, and it is equally certain that with it, as large a proportion of the salt-water lands as of the fresh which shall be sold, will be reclaimed.

Each of the substitutes provided by the 19th, 26th and 27th sections of the Act of 1861, for the then existing provisions of other Acts, has been assented to for nearly five years, and only lately one has been objected to by the Attorney-General, as "not an Act for the sale of land," and this, too, in the face of a decision of the Supreme Court (State vs. Morrill), which in other respects, he will "not presume to question the soundness of." In support of his opinion (as I have just quoted it), he refers to the Act of 14th of May, 1861, of which he says: "And it further shows that the Legislature had not supposed that upon the day previous it had authorized the sale of the lands along the city front and near Oakland." I feel much diffidence in expressing my own opinion upon a law point, unless it is very plain or a decision in point is at hand to support me. But I may be permitted to say, that a careful reading of this Act, in connection with this subject, impresses me very differently. I understand it to refer the sale of all lands which had been excepted by the Act of 1858, (as I understand the Act of 1863 also to do), to the provisions of the Act of 13th of May, as an Act suitable, ample and expressly provided for that purpose—the Act of 14th of May affirming and confirming that principle of the Act of the 13th. In this Act of the 14th of May, we also find these significant words: "And *any* of said marsh and tide lands that remain unsold, may be purchased under the provisions of the *laws* now in force providing for the sale of the swamp and overflowed lands of this State." What were these laws? It will be observed that it speaks of "laws now in force," in the plural number. I cannot venture to say whether the Courts construe the Acts of 1858 and '59, and 13th of May, 1861, as two Acts, or three. The question, which may be a very simple one to lawyers, is not made entirely clear to a plain man by reading in the decision so often quoted (Morrill), as follows: "The Acts then in force, were the Act of 1858, as amended in 1859, and the Act of May 13th, 1861." We read in this quotation the word Act only twice, and it looks as if the Court considered that the two Acts (of 1858 and '59), made but one law. The Act of 13th of May, '61 (Sec. 26), refers to the Act of 1859, as if that Act contained and included within itself the Act of '58. These two Acts, whether in the singular or plural number, were the only law in force for sale of overflowed lands, before the 13th of May, 1861. We find no trouble in finding the plural, laws, on the 13th, when the Act of that date was passed, for the sale, as well as reclamation and segregation of swamp and overflowed lands.

There is nothing that I can see, in the Act of 27th April, 1863, forbidding the entry of swamp and overflowed lands under Acts of prior date; nor does it forbid the sale of any overflowed lands, of any kind, in any place. It exempts certain salt-marsh and tide lands from its provisions—and that applies as well to its repealing clause as any other. It forbids any interference with any Act which authorizes the sale of these tide lands. The intimation of the Attorney-General that it repeals all Acts in conflict with it, seems to me to be dangerous ground for the State to occupy—for it can easily be shown that the Act is *not* what the Attorney-General says it is, "a complete and comprehensive scheme upon this matter," but that it is, on the other hand, the most defective of all the Swamp Land Acts which have been enacted, and I can easily show that any construction which will make this Act a substitute for, and not auxiliary to the other Swamp Land Acts, and to repeal such as may be found to conflict with it, will occasion much trouble, and subject the State to many times more loss than every acre of its tide lands would sell for. Several provisions of former Acts, which, to my mind, mark "the intention or the understanding of past Legislatures," and show much more clearly "the manifest policy of the State" in regard to the overflowed lands, are "ignored" in that "complete and comprehensive scheme upon this matter," and being no lawyer, but reading it simply as any other civil engineer reads the specifications of his work, or as any other "plain man" reads these Swamp Land Acts—I cannot see how the Supreme Court, in the face of the Conkling decision, can escape from entangling the whole machinery of the land system of this State, except by pronouncing it *bad law.* I would prefer to cover, rather than expose the nakedness of that unfortunate Act, but if its official guardian will thrust it before the public gaze, and as a means of offense, he can blame only himself if its deformity is exposed and itself attacked.

It appears, then, upon the whole, that he saw enough in the laws to authorize the issue of a certificate to Lusk, but with some little doubt, and that the decision in the Morrill case confirmed those doubts. Whether I have not shown that decision to be rather in favor of, than against the claimants—I leave others to judge.

So much for the authorities.

I do not concede the ground assumed by the Attorney General that "the manifest policy of the State (as shown by her whole legislation upon the subject of her overflowed and tide lands) has been to retain within her own control the tide lands in the locality of the city of San Francisco, and make them the subject of special grant alone." On the contrary, it seems to me that the gradual but steady emancipation of the State from the illiberal and grasping policy of her early Legislators, upon the subject of overflowed lands, the growth of more intelligent and enlightened statesmanship, and the relaxation of the rigid policy first adopted, can be read and traced in her legislative enactments upon this subject, and especially those clauses which were found to retard the sale and improvement of these lands—at first most rigid, soon modified, and then annulled. Commencing with 1855, we find that not only all the lands held by the State, in virtue of its sovereignty, were, as I have shown, by the 18th Section of that Act excepted as a class, but that in addition, by Sec. 11, large bodies of both classes, and at numerous points, were so distinctly excepted from sale, that there could be no mistaking the intention then. Sec. 11, reads: "No person shall become the purchaser, from the State, of any land situated within ten miles of the city of San Francisco or San Diego, nor within five miles of the cities of Sacramento, Marysville or Oakland, nor within one mile of any other incorporated city or town in this State, nor within one mile of the Sacramento river, from the mouth of said river to the mouth of Feather river. The land situated within ten miles of the city of San Francisco" (repeating the foregoing) "shall be, and they are hereby, excluded from the provisions of this Act."

That Legislature made sure work of it. The quantity was large, the points numerous and the intention to withhold distinctly announced and repeated. "No person shall become the purchaser * * * the lands situated * * * shall be and they are hereby excluded. * * *" There is nothing like this in any subsequent Act. The spirit of the provisions is excluded and ignored with the language that expressed it. I have already shown what blows the Act of 1858 dealt upon the policy of the Act of 1855, and that the Act of 13th May, 1861, demolished it.

The Legislature of 1861, when preparing the Bill which became an Act on the 13th of May, had before them an important work, and they seemed to feel it. Upon its successful working, large and various interests were at stake. Channels of drainage or of communication had to be opened or protected, through thousands, if not millions of acres of overflowed lands, in every part of the State where they existed; provision was to be made for every branch of its increasing industry and for its expanding commerce; and lands to be reclaimed for the advancement, impartially, of agriculture, manufactures, trade and commerce, as circumstances might require. No one of these purposes was stated as the single object of the Bill; and there is nothing to show that the mind of the Legislature was confined to any one of them, or to any particular localities. The views of the Legislature were large, comprehensive and liberal. They saw that these lands were, while in the hands of the State, useless, worthless, unproductive. Their object was to provide for and make the most of all of them. They had before them the example of the Legislature of 1858, which broke loose from and attacked the dog in the manger policy of the Act of 1855, worse than Spanish grants ten deep over the lands, and swept nearly the whole of it away. The work so well begun, this Legislature finished, by removing every obstacle to the purchase and reclamation of swamp and overflowed lands of every class and at every point.

The Act of 1858 was a Declaration of Independence against the despotism of the Act of 1855; the Act of 13th May, 1861, its achievement.

The fact, that by special Acts sales of large areas of lands have been made to parties about San Francisco, is no evidence that these lands were not open to entry. I have knowledge of only four applications, none of which the Legislature refused. This only shows how indifferent the Legislature has been, as to holding or parting with this land—and how readily it does surrender the ownership of property that is both useless and worthless while on its hands. It is of no greater value in the hands of individuals, except as providing a place for and the opportunity of employing labor and capital, as safe investments, while preparing it for useful purposes.

It seems strange in view of the fact that the Legislature has never refused any application for these lands on the city front; that they could have been obtained almost for the asking; why they were not applied for by those who now estimate them so highly; and that in the face of the appraisement of a few dollars per acre, put upon them by the Swamp Land Commissioners, whose duty it was made to investigate the question of value, within two years, they should have risen so suddenly to the great value that the Attorney-General seems to attach to them; (for the land applied for by Lusk—" not very valuable "—he did authorize the sale of, though contrary to the law)—and I may add, the great value attached to them by persons who testified before the Legislative Committee of investigation in San Francisco.

This discussion was commenced as a review of the opinion of the Attorney-General, and it shall be confined to it. I resist an

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inclination to examine some collateral questions that have been raised—the mode and cost of reclamation, and the effect of that reclamation upon the front and drainage of the city—questions to which I have given some study, of which I profess to know something, and of which I can speak with more confidence than I have been able to do in this field of investigation new to me and before untried.

W. H. BRYAN.

March 6th, 1866.

CALIFORNIA

REVIEW

OF THE

"TIDE LAND SWINDLE."

NUMBER TWO.

In a former number upon this subject (dated 6th March), I attempted to show that the opinion of the Attorney-General, addressed to the Legislature on the 17th February, viz: "that it was not the intention or the understanding of past Legislatures, that the lands on the city front, and in the prescribed limits, should be subject to sale," was a conclusion that his authorities and reasoning did not warrant; but that, on the contrary, there is scarcely anything connected with the swamp and overflowed lands, not distinctly expressed in words, but to be inferred from the changes; modifications and spirit of the laws, so easily traced and so palpable, as the intention of the Legislature, beginning with 1858 and ending with 1861, to remove the restriction upon sale imposed upon a portion of these lands in 1855; that ninety-five, perhaps ninety-nine per cent. of that restriction was removed by the Act of 1858, and the remainder by the Act of 1861, which threw into market, without reservation, all of these lands, of every class, at every place, and salt as well as fresh.

Since the writing of that article, a very respectable gentleman, a member of the State Senate in 1861, has informed me that he advocated the sale of all these lands, without regard to class or locality, for the purpose of removing from the (then) future all ground for contest upon the question—to sell them all, in any quantities, and to any persons who would buy them, in order to encourage permanent improvement, to expand the area of taxable property, and to swell the volume of State revenue. That of all the millions—nearly a billion of dollars—which have been extracted from the mines of the State, there is little that the State can lay its hands upon, except that which is invested in such improvements. Personal property may be concealed or removed, but reclaimed and improved lands are immovable. I may add, that there is no portion of the State, of equal area, in which is centered so large a proportion of its wealth, and from which so large a proportion of revenue is collected, as upon lands reclaimed from the salt water of the Bay of San Francisco—the sale of which, advantageous as it has been to both State and city, met with opposition as earnest as the present.

At the conclusion of the first number of this review, I referred to the questions of water front and drainage in the City of San Francisco, as collaterals worthy of notice in this connection. They are made more so by the report of the majority of the Committee of Investigation. That report I will examine briefly before I proceed to the subject of front and drainage.

I concede to the gentlemen composing the majority of that Committee (Messrs. Belden, Heacock and Dodge), that which I expect of them to concede to myself—an intention to represent the truth. They have, unfortunately, in what they have said and left unsaid, made their report to convey to the mind of the reader impressions at variance with the truth. It could not have been design. Ignorance of the subject, or great carelessness in presenting it, must therefore be inferred.

It will be remembered that a few days before the Committee was appointed, a resolution of the Senate, drew from the Surveyor General a special report upon the lands in question, which contained a tabular statement, showing the numbers of the surveys (viz: up to 30, less numbers 1, 14 and 15), the names of the persons for whom surveyed, the number of acres in each, and other information. The aggregate is 1,313.38 acres. The Committee had this report at their command, and a map before them showing the position of each survey.

Upon the first page of the majority report we find the following: "The lands to which the attention of your Committee was specially directed, and which are comprised in certificates from two to thirty, inclusive, of the Surveyor General's Report, are located chiefly in Mission Bay and adjacent thereto, without the line of water front established by the statute of 1851, and between that line and the ship channel, or line of deep water, and extend from the old water front seaward, a distance of about one mile. They embrace an area of over thirteen hundred acres." Now, the inference which any member of the Senate, not on the Committee, would draw from this, is that this large quantity of thirteen hundred acres is "*chiefly in Mission Bay*," contiguous to a populous part of the city of San Francisco, where property has some value, is outside of the red line of the map of 1851, "and extends from the old water front seaward, *a distance of about one mile*." What are the facts? These lands lie along the shore of the Bay (excepting a few surveys up Mission Creek), including those in Mission Bay, from a point near Fort Point to the Bay View Race Course, a distance between its extremes exceeding ten miles. Of the twenty-seven surveys, six lie in Mission Bay. Of these six, Nos. 5, 27 and 28, containing in the aggregate 90.15 acres, lie entirely withi~~n~~out the red line, a part of which is Sixth or Simmons street; and the greatest distance that any of these "extend from the old water front seaward" *is less than two-fifths of one mile*. The average distance from the red line to the seaward side of these surveys is considerably less. Surveys 12 and 13, lying also in Mission Bay, in part within and in part without the line of Simmons street, together contain less than one hundred and eight acres. Survey No. 10, entirely within the line of Simmons street, contains less than forty-three acres. Of the large remainder, a few surveys lie up Mission Creek and a few north of the city, toward the ocean. But the great body of the purchase is far to the south and remote from anything like city population and city improvement; a portion, near land lately appraised and sold by the Swamp Land Commissioners at three dollars per acre, and the remainder of it, near, and on both sides of lands appraised and sold by the same Commission to the South San Francisco Homestead Association at one dollar per acre.

This statement in the majority report seems to me very much like the idea of the boy's cutting off a dog's *tail* close up to his ears. *Less than one-fifth* of the whole quantity is within the limit named by them, and the proposed removal of the line of water front, seaward, *is less than two-fifths* of the distance stated by the Committee. The expression "adjacent thereto," will not help them, for by the very next words, and in the same sentence, the attention of the reader is chained to the location "without the line of water front *established by the Act of* 1851 * * * and extend *from the old water front* seaward, a distance of about *one mile.* They embrace an area of over thirteen hundred acres." As there could not have been any design on the part of the majority to misrepresent the facts and mislead the Legislature, the only explanation is, that they did not comprehend the subject they attempt to explain, or were indifferent to doing so correctly.

Some arguments resulting from my own reading of the authorities cited by the Attorney-General in support of his opinion, were offered for the reading of people of plain minds like my own, and in support of the claimants, to show that the Attorney-General and and his coadjutors of the San Francisco Press, were not justified in the imputation of "unblushing" audacity on the part of the claimant. The conclusions arrived at, though by different paths, are much the same as those of some members of the Bar of the City of San Francisco of the highest standing. All were alike submitted to the judgment of the Committee—all lawyers; and the majority have passed judgment. They are accountable for its soundness only to the Senate and their constituents. As it is a public act and one of notoriety, we may be excused for asking, whether that judgment will elevate any one of them to the Supreme Bench, or any one to the Chair of State!

It has, however, one feature which all honest men, and especially men of honor at the Bar, have a right to object to and protest against. Common civility among ordinary men and the proprieties of professional life, require that when an oral statement is made, the intention of which is misapprehended, the speaker, if of good character, is allowed the privilege, as he has the right, of making the correction. Common courtesy demands it. In the face of a most emphatic written denial that he made any admission, except as a *supposed case*, in his argument for the claimants before the Committee, and the express opinion of Judge Heydenfeldt, that the statutes are in favor of the claimants, and "that *in fact* the case of the People vs. Morrill has no influence whatever on our purchase"—supported as it is by the endorsement of four of his associates of high standing at the Bar in San Francisco, we find this majority reporting to the Senate that "it was conceded by counsel for claimants upon the oral argument, and unanimously agreed to by the Committee, that the true construction of the several statutes relating to this subject with the light of the People vs. Morrill, 26 Cal. Rep., was fatal to this claim as one of strict legal right." Will the Senate of California, which numbers among its members, lawyers of respectable standing and character, endorse any such unfairness? Will they ignore the comity of professional, the civilities of private life and allow such an act to go forth to the public with their approval?

If any public man in California has good cause to say, "save me from my friends" (and the majority report), it is the Attorney General. The "*particular case*" is disinterred and galvanized into life, to give weight to their opposition to the confirmation of these claims. What is that case? A. Lusk applied for a certificate of purchase. The Surveyor General stated fully the case and gave his opinion in a letter to the Attorney General, asking the question, "Shall I issue the certificate of purchase, or refuse and contest the case in the Courts?" The Attorney General took just three months to consider, or to make reply—*and directed the issue* of the certificate to Lusk. The issue was either contrary or not contrary to law. If contrary, why did he authorize the issue? What authority had he to suspend the law? If not contrary in the case of Lusk, why so in any similar case? He not only admitted in conversation with certain gentlemen that the law was with Lusk, but his instruction to the Surveyor General to issue the certificate affirms it. "The State's interests" were involved in a similar case, and it was inexpedient at that time to give publicity to the opinion that these lands were open to sale. For that reason "and *only* for that reason," he says in his letter to the Surveyor General, "a full answer to the general question involved in your letter" was delayed. The Attorney General may be excused for subsequently construing the case of Morrill as applicable to these cases, but not for casting the consequences of his first opinion upon others. "The Attorney General (say the majority), is a law officer of the State, and his opinion is justly entitled to consideration."

But the climax is reached in what follows. The majority knew well, that lands lying adjacent and contiguous to those in question—in fact, right amongst them, have, within the last two or three years, been appraised and sold by the Commissioners of Swamp Lands, in part for one, and in part for three dollars per acre. That is all they were worth then. Those left unsold, appear to have been thought not worth asking for at such prices; nobody did apply for them. Yet the majority, in their report, speak of the claimants, late purchasers of the State, as being *now* worth hundreds of thousands of dollars, and as if the State was entitled to receive this price for them! Suppose it were granted, that the estimate of the majority is correct, what has made these lands so valuable, but the industry, energy, enterprise and plans of improvement set on foot by the purchasers? Are they to be robbed of the fruit of their enterprise, any more than other purchasers of State's property? Is the Legislature ready to commence a system of such spoliation? Now see how inconsistent and unjust are the majority. Of these lands—which are free from all counter claims, which were sold by the officers of the State, under the laws as they understood and the Attorney-General construed them at the time, for which the purchasers have paid, and of which they have taken possession—the majority report that the title "is now in the State, and that no good reason exists why the same should be confirmed to these claimants," but in the same sentence advise the confirmation of titles to a part of the lands embodied within these claimants' surveys, upon which settlers have resided for many years—upon which improvements have been made by them, homes built up, families raised, and the value of the property enhanced, in the aggregate, to the amount of millions—that the title of the State to these settlers' lands should be confirmed—but to whom? to the settlers and occupants? by no means.

Let us present this question in its true light.

In 1857, a sale of this property was made at auction, with some little appearance of, but really without authority of law. Some few of the settlers, occupying the land, rather than have a cloud upon their own possessory and pre-emptory rights, purchased at the sale, but the majority refused to acknowledge the validity of the sale, and to bid upon their own homes. Others, in speculation, bought them for a trifle. But not one of these speculators has ever dared to assert his right to the land he professes to have purchased, by attempting to take possession. The settlers have held on and defied them. They have improved the lands, and these lands are now of great value. Suit, in one instance, was brought, and the Supreme Court of this State, as the majority informs us, in Johnson vs. Kissling (13 Cal. 56) have decided that *the sale was void*, and that the title to these lands is now in the State. These settlers' lands, with their improvements, are embraced in the surveys and purchases of the claimants (Williams and his associates), but the settlers have received from them *quit claim deeds* in every case, and are now petitioners at the doors of the Legislature asking the confirmation of Williams' title, as a confirmation of their own.

Now what do the majority (Messrs. Belden, Heacock, Dodge) recommend? That these settlers who preempted, occupied, built up, improved this very property—who have their homes, their families and their means of subsistence upon it—that they shall have any right to the lands that the State may yet have to part with? By no means. The majority advise that title papers, but little better than fraudulent—pronounced, as they admit, by the Supreme Court, to be void—held by mere speculators, who have never dared to assert their titles by taking possession of the lands, *that these shall be confirmed by the Legislature!* ! If this is not the most "unblushing audacity' that ever prompted a report to a Senate, I know not where to look for it. It proposes spoliation without provocation and without mercy.

Kisling was one of the settlers, and brought suit against the Commissioners to restrain the sale of the lands. The Supreme Court, in their decision, say:

"Any disposition of them, by the defendants, would be a nullity, and could vest no right in the purchaser which would constitute a cloud upon plaintiff's title.

"Plaintiff could receive no injury from such sale, and was not entitled to an injunction."

The question of grade and drainage is presented by the majority report, as if the reclamation of the lands in question is to have an effect greatly injurious. All of the difficulties of grade and drainage lie *North and West* of Old Mission street, which is to be kept open *as a canal to receive that drainage.* The purchasers' lands lie on the *South and East side!* How then can the reclamation of their lands on one side of the canal affect the grade and drainage of the other?

The assertion made by the majority, that "the wharf and dock facilities are shown to be ample for the present requirements of the City and State, and will be ample for years to come," is met by the fact, that building to extend and enlarge the accommodation of shipping is not at an end. A new wharf lately built on the lands of the claimants, is continually occupied; and it is but a few weeks since the Harbor Master (who is presumed to be well informed upon the subject), made a call through the Bulletin for increased accommodation, for the reason that a number of vessels were lying in the stream waiting to discharge their cargoes, but were unable to obtain berths at the wharves. The majority report gives a *quasi* endorsement to the absurd statement of a San Francisco paper, that the present accommodations, scarcely equal to one-tenth of that of New York, is ample not only for the needs of the City's commerce, but would be ample with that of London and Liverpool superadded. Among the many docks in these great cities are several that contain more room than all the docks in San Francisco.

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We will now turn from the Report to the question of

FRONT AND DRAINAGE.

Any one who will inspect a hydrographic map of the bay of San Francisco will see that at all salient points of the shore the water is deep and the shores bold. Intermediate of these, in all indentations of the shore line, it is shallow. A line of uniform depth of water will be traced on such map, always close to the points named, and generally, nearly in a straight line between them, but slightly concave and bending in toward the shore. This line is formed and preserved by the tidal currents of the bay, and is the line which should be adopted, as nearly as practicable, for that of *water front.* It would be swept and scoured by the currents, which would also remove all matter discharged into it by the sewerage of the city. The importance of establishing and defining some such line, out to which wharfing may be built, and beyond which it shall not extend, must be manifest to any one.

There is probably no city in the world where attention to this subject is so necessary as in San Francisco. In addition to the many other causes common to all cities, which go to swell the quantity of matter carried along with its natural drainage, there is one peculiar to this coast. I refer to the effect of the westerly winds. For about one-half the year a thin sheet of sand is kept in motion across the peninsula, and ceases to be blown along only when it reaches the water. It has already shoaled or entirely filled up bays and coves of deep water. No human power, or artificial means, can arrest it. Man can only guide it, so that it may be returned to the ocean by the ocean tides through the passage of the Golden Gate.

In all cities, there are many agencies at work to disturb the surface of the ground and expose it to the abrading effect of rains and wash. The excess of matter brought into a city, over that taken from it in the course of trade, is also very large. Food consumed in the support of animal life is, yearly, several times the weight and bulk of the animals which consume it. The refuse of fuel consumed, and waste, in its thousand forms, are all causes of increasing the quantity of foreign matter which must accumulate in the city, or, in great part, be carried off with the drainage. They increase the quantity of sedimentary deposit at the mouths of the conduits of this drainage, and if these terminate in quiet waters, a large proportion of their load will remain. We might infer this from simple reasoning alone; but we have at hand the experience of ages to prove it. It shows the importance of extending all these points of the discharge of drainage to the *water front*, and that this water front should be upon a line which will be scoured, as well as merely washed by the tide.

We can now see how useless for dock and wharfing purposes any dredged or other artificial basin must soon become, if the least remote from the scouring effect of strong currents, when it receives into itself the drainage of any considerable area. The estimated cost of the construction of such a work may be small, and the prospect of its usefulness be very alluring to the uninformed; but the cost of maintainance will be large and never ending. The Water Front established in Mission Bay by the Act of 1851, will be subject to all these evils. The only objection which I have been able to see to the change of the water front of that part of the city to the line proposed by the Board of Engineers, is, that the line proposed by the Board does not go far enough out towards the deep water.

Facilities for the transportation of machinery and other manufactures of very great weight and bulk are, more than formerly, a necessity in cities. The use of street railroads, though of modern introduction, could scarcely be dispensed with, but will rather be multiplied and extended. These, with other and new wants, created by inventions and improvements of the last few years, make it a convenience, if not a necessity, for a large portion of a city to be located upon, or to make the ground as nearly level, or with as little grade as is practicable and consistent with effective drainage. Room for this essential to the growth and prosperity of San Francisco is found upon, and in the vicinity of its southeastern frontage on the Bay. The large valleys of Mission and Islais creeks, and the flats south of Hunter's Point, may be so employed with great advantage, and at reasonable cost. The intermediate and surrounding hills will supply the material for filling, with advantage to both the high and low grounds. The form and position of these low grounds are such as to admit of the projection of the line of water front into deep water, with perfect reclamation and thorough and effective drainage of the lands within—independent of canals as lines of drainage. This may be accomplished, with all necessary filling and grading, and be prepared to receive the drainage of the surrounding high lands, and then dispose of that drainage as readily as it is now done before there is any filling within these bays. And the whole may be done at a cost not exceeding, perhaps falling below that which has been estimated upon plans heretofore prepared—a departure from which, merely suspected, excited so much apparent alarm on the subject of drainage in San Francisco.

I have given to this subject sufficient study to say with confidence that the whole line of water front, from Second street to and beyond Hunter's Point, may be extended into deep water, and all of the low land within be reclaimed for use, and that lands above the level of high tide need be subjected to no more expense for drainage than if such reclamation had not been made, and that the plan and purpose of such improvement may reduce but will not increase the expense of grading and draining the lands north and west of Mission Creek.

These large areas, capable of being, and destined to be built into a dense and populous city, with perhaps a million of inhabitants, can, and should be commenced only upon a plan well considered and settled, free from the defects of old cities which have grown up deformed and crippled through the struggles of local and individual interests and selfishness. The Legislature of California has it in its power, by taking this subject in hand, to lay deep and broad the foundations of a great city, adapted to the wants of the age, to progress with it, and be free from the necessity of those costly changes in streets, grades and drainage, which divert so much of its labor and capital from truly useful and productive employment and waste it in repairing the mistakes of former days.

One and a half decades have not elapsed since deeply-laden ships, which had made the passage of the Horn, found safe anchorage upon ground now occupied by costly buildings and populous streets in the city of San Francisco. The policy of encroaching upon and destroying this haven, I do not now propose to bring in question. If it was wrong at the time, it is now too late to repair it. But the manner in which that encroachment was made, and is yet being made, is open to just criticism. Commencing at the margin of the Bay, and filling, from the land side, a deep stratum of mud, which should have been retained in its place, for two of the best of reasons—was, and is yet being pressed outwards, with the double loss, of material needed for the fill within and of the requisite depth of water without the line of water front. The expedient of expensive and wasteful dredging to obtain temporary relief—of removing and throwing away material that is needed, and the repetition of the same process without applying the means of permanent protection, is a policy—or rather want of policy, inexcusable in the city. The docks, once in deep water, are now fast filling up, and the wharves, as a general rule, are inaccessible to first-class ships. Projects for the cure of the evil are under consideration, but their accomplishment awaits and depends upon the slow and tardy proceeds of the rents of docks and wharves.

The enormous charges for mercantile and commercial accommodation induced by this condition of things, is a tax imposed upon the whole people of the State, to which so far they have not only quietly submitted, but have most liberally consented to its continuance, for the very purpose of repairing the mischief caused by the cupidity and mismanagement of the holders of property, and the delinquency of the authorities in permitting it. The commerce of this entire Coast has been made to pass over this rugged road and pay toll at its gate. The attendant profits are the perquisites of a favored few. To preserve the monopoly, no pains are spared, no expense denied. It is a monopoly that sets itself up to dictate to the State. If it has not subsidized, it maintains a press the most unscrupulous and rancorous—one which pursues ~~poisons~~ with its shafts (which it would envenom) all who oppose its dictation—whose editor admitted before the Committee, substantially, if not in words, that he approached as close to the line of libel as he dared. Fortunately the wounds inflicted by that press, are wounds of honor, which raise in the affections and confidence of the people, and elevate to posts of honor and trust, those whom it most violently assails and would make its victims; witness the Senate of the

United States, the Supreme Court of this State, the Governor, Secretary of State, the Attorney-General and the host of minor officers. This fact is now beginning to unfold itself to the vision of young, ardent and aspiring statesmen—and that other fact also that the praise of that press once dearly sought as a political philtre, is to its receipient as fatal as the blood of the dying Cessus.

It is from this source and through its organ that we find the persistent opposition to all schemes for extension and improvement. It will not do to permit the Legislature to confirm the sale of lands to parties whose purpose is to provide accomodations for the growing and increasing needs of this coast, manufacturing and commercial, in a situation better adapted naturally, upon a plan less costly in construction, less expensive in maintainance, more effective in working, affording more facilities to industry and more means of reducing the exhorbitant charges upon manufactures and commerce, than any that can be provided, at any reasonable outlay, upon that portion of the front and its vicinity lying between Clark and Rincon Points—for the repair and maintainance of which so much is needed and such sacrifices demanded. In fact, it is a question well worthy the study of those who have at heart the advancement and prosperity of that city as a whole, apart from any mere local interest, and in connection with that of the State at large, whether it would not be more wise to extend the patronage of the State to the birth of a new city, in the building up of the suburbs, upon a well devised plan, and free from the almost incurable defects and deformity of the older portion, than to attempt to repair the one or cure the other.

W. H. BRYAN.

March 12th, 1866.

SALE AT PUBLIC AUCTION

BY

TALBERT & LEET,

AT

PLATT'S HALL,

ON

WEDNESDAY, JUNE 2, 1869, AT 11:30 A. M.

THOS. A. TALBERT.......................................SAMUEL T. LEET.

THE INTEREST OF THE STATE OF CALIFORNIA

—IN THE—

SALT MARSH AND TIDE LANDS

IN THE CITY AND COUNTY OF SAN FRANCISCO,

BY ORDER OF THE TIDE LAND COMMISSION.

SACRAMENTO:
D. W. GELWICKS, STATE PRINTER.
1869.

CATALOGUE SALE.

By virtue of an Act entitled an Act to survey and dispose of certain salt marsh and tide lands belonging to the State of California, approved March thirtieth, eighteen hundred and sixty-eight, the Board of Commissioners appointed under said Act will proceed to sell at public auction, to the highest bidder, at Platt's Hall, Montgomery street, on Wednesday, June second, eighteen hundred and sixty-nine, at half-past eleven o'clock, A. M., and continuing every alternate day thereafter (Sundays excepted) until the said lands are disposed of (except said sale or sales shall be postponed by order of the Board of Tide Land Commissioners, in part or in whole), all the right, title and interest of the State of California in and to the following described property, situate in the City and County of San Francisco, to wit:

Lot.	Description.
	BLOCK 776.—Bounded by Pollock and Water Front streets, and Twenty-fourth and Twenty-fifth avenues—21 lots.
8	Fractional lot.
9	Fronting 50 feet on Twenty-fifth avenue.
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 25th avenue; 50 feet on Pollock street.
14	Fronting 50 feet on Pollock street.
15	do do
16	Corner lot, 50 feet on Polleck street; 100 feet on 24th avenue.
17	Fronting 50 feet on Twenty-fourth avenue.
18	do do do
19	do do do
20	do do do
21	Fractional lot.

Lot.	Description.
	BLOCK 777.—Bounded by Pollock and Von Schmidt streets, and Twenty-fourth and Twenty-fifth avenues—24 lots, 50 by 100 feet.
1	Corner lot, 50 feet on Pollock street; 100 feet on 24th avenue.
2	Fronting 50 feet on Pollock street.
3	do do
4	Corner lot, 50 feet on Pollock street; 100 feet on 25th avenue.
5	Fronting 50 feet on Twenty-fifth avenue.
6	do do do
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 25th avenue; 50 feet on Von Schmidt street.
14	Fronting 50 feet on Von Schmidt street.
15	do do
16	Corner lot, 50 feet on Von Schmidt street; 100 feet on 24th avenue.
17	Fronting 50 feet on Twenty-fourth avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do
	BLOCK 778.—Bounded by Von Schmidt and Tevis streets, and Twenty-fourth and Twenty-fifth avenues—24 lots, 50 by 100 feet.
1	Corner lot, 50 feet on Von Schmidt street; 100 feet on 24th avenue.
2	Fronting 50 feet on Von Schmidt street.
3	do do
4	Corner lot, 50 feet on Von Schmidt street; 100 feet on 25th avenue.
5	Fronting 50 feet on Twenty-fifth avenue.
6	do do do
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 25th avenue; 50 feet on Tevis street.
14	Fronting 50 feet on Tevis street.
15	do do
16	Corner lot, 50 feet on Tevis street; 100 feet on 24th avenue.
17	Fronting 50 feet on Twenty fourth avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do

Lot.	Description.
	BLOCK 779.—Bounded by Tevis and Dock streets, and Twenty-fourth and Twenty-fifth avenues—24 lots, 50 by 100 feet.
1	Corner lot, 50 feet on Tevis street; 100 feet on 24th avenue.
2	Fronting 50 feet on Tevis street.
3	do do
4	Corner lot, 50 feet on Tevis street; 100 feet on 25th avenue.
5	Fronting 50 feet on Twenty-fifth avenue.
6	do do do
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 25th avenue; 50 feet on Dock street.
14	Fronting 50 feet on Dock street.
15	do do
16	Corner lot, 50 feet on Dock street; 100 feet on 24th avenue.
17	Fronting 50 feet on Twenty-fourth avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do
	BLOCK 780.—Bounded by Dock and Ship streets, and Twenty-fourth and Twenty-fifth avenues—24 lots, 50 by 100 feet.
1	Corner lot, 50 feet on Dock street; 100 feet on 24th avenue.
2	Fronting 50 feet on Dock street.
3	do do
4	Corner lot, 50 feet on Dock street; 100 feet on 25th avenue.
5	Fronting 50 feet on Twenty-fifth avenue.
6	do do do
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 25th avenue; 50 feet on Ship street.
14	Fronting 50 feet on Ship street.
15	do do
16	Corner lot, 50 feet on Ship street; 100 feet on 24th avenue.
17	Fronting 50 feet on Twenty-fourth avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do

Lot.	Description.
	BLOCK 781.—Bounded by Ship and A streets, and Twenty-fourth and Twenty-fifth avenues—24 lots, 50 by 100 feet.
1	Corner lot, 50 feet on Ship street; 100 feet on 24th avenue.
2	Fronting 50 feet on Ship street.
3	do do
4	Corner lot, 50 feet on Ship street; 100 feet on 25th avenue.
5	Fronting 50 feet on Twenty-fifth avenue.
6	do do do
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 25th avenue; 50 feet on A street.
14	Fronting 50 feet on A street.
15	do do
16	Corner lot, 50 feet on A street; 100 feet on 24th avenue.
17	Fronting 50 feet on Twenty-fourth avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do
	BLOCK 782.—Bounded by A and B streets, and Twenty-fourth and Twenty-fifth avenues—24 lots, 50 by 100 feet.
1	Corner lot, 50 feet on A street; 100 feet on 24th avenue.
2	Fronting 50 feet on A street.
3	do do
4	Corner lot, 50 feet on A street; 100 feet on 25th avenue.
5	Fronting 50 feet on Twenty-fifth avenue.
6	do do do
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 25th avenue; 50 feet on B street.
14	Fronting 50 feet on B street.
15	do do
16	Corner lot, 50 feet on B street; 100 feet on 24th avenue.
17	Fronting 50 feet on Twenty-fourth avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do

Lot.	Description.
	BLOCK 783.—Bounded by B and C streets, and Twenty-fourth and Twenty-fifth avenues—24 lots, 50 by 100 feet.
1	Corner lot, 50 feet on B street; 100 feet on 24th avenue.
2	Fronting 50 feet on B street.
3	do do
4	Corner lot, 50 feet on B street; 100 feet on 25th avenue.
5	Fronting 50 feet on Twenty-fifth avenue.
6	do do do
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 25th avenue; 50 feet on C street.
14	Fronting 50 feet on C street.
15	do do
16	Corner lot, 50 feet on C street; 100 feet on 24th avenue.
17	Fronting 50 feet on Twenty-fourth avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do
	BLOCK 784.—Bounded by C and D streets, and Twenty-fourth and Twenty-fifth avenues—24 lots, 50 by 100 feet.
1	Corner lot, 50 feet on C street; 100 feet on 24th avenue.
2	Fronting 50 feet on C street.
3	do do
4	Corner lot, 50 feet on C street; 100 feet on 25th avenue.
5	Fronting 50 feet on Twenty-fifth avenue.
6	do do do
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 25th avenue; 50 feet on D street.
14	Fronting 50 feet on D street.
15	do do
16	Corner lot, 50 feet on D street; 100 feet on 24th avenue.
17	Fronting 50 feet on Twenty-fourth avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do

Lot.	Description.
	BLOCK 785.—Bounded by D and E streets, and Twenty-fourth and Twenty-fifth avenues—24 lots, 50 by 100 feet.
1	Corner lot, 50 feet on D street; 100 feet on 24th avenue.
2	Fronting 50 feet on D street.
3	do do
4	Corner lot, 50 feet on D street; 100 feet on 25th avenue.
5	Fronting 50 feet on Twenty-fifth avenue.
6	do do do
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 25th avenue; 50 feet on E street.
14	Fronting 50 feet on E street.
15	do do
16	Corner lot, 50 feet on E street; 100 feet on 24th avenue.
17	Fronting 50 feet on Twenty-fourth avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do
	BLOCK 462.—Bounded by E and F streets, and Twenty-fourth and Twenty-fifth avenues—24 lots, 50 by 100 feet.
1	Corner lot, 50 feet on E street; 100 feet on 24th avenue.
2	Fronting 50 feet on E street.
3	do do
4	Corner lot, 50 feet on E street; 100 feet on 25th avenue.
5	Fronting 50 feet on Twenty-fifth avenue.
6	do do do
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 25th avenue; 50 feet on F street.
14	Fronting 50 feet on F street.
15	do do
16	Corner lot, 50 feet on F street; 100 feet on 24th avenue.
17	Fronting 50 feet on Twenty-fourth avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do

Lot.	Description.
	BLOCK 463.—Bounded by F and G streets, and Twenty-fourth and Twenty-fifth avenues—24 lots, 50 by 100 feet.
1	Corner lot, 50 feet on F street; 100 feet on 24th avenue.
2	Fronting 50 feet on F street.
3	do do
4	Corner lot, 50 feet on F street; 100 feet on 25th avenue.
5	Fronting 50 feet on Twenty-fifth avenue.
6	do do do
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 25th avenue; 50 feet on G street.
14	Fronting 50 feet on G street.
15	do do
16	Corner lot, 50 feet on G street; 100 feet on 24th avenue.
17	Fronting 50 feet on Twenty-fourth avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do
	BLOCK 464.—Bounded by G and H streets, and Twenty-fourth and Twenty-fifth avenues—24 lots, 50 by 100 feet.
1	Corner lot, 50 feet on G street; 100 feet on 24th avenue.
2	Fronting 50 feet on G street.
3	do do
4	Corner lot, 50 feet on G street; 100 feet on 25th avenue.
5	Fronting 50 feet on Twenty-fifth avenue.
6	do do do
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 25th avenue; 50 feet on H street.
14	Fronting 50 feet on H street.
15	do do
16	Corner lot, 50 feet on H street; 100 feet on 24th avenue.
17	Fronting 50 feet on Twenty-fourth avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do

Lot.	Description.
	BLOCK 465 (Fractional).—Bounded by H street, Twenty-fourth and Twenty-fifth avenues, and the shore line.
1	Fronting 50 feet on H street; 100 feet on 24th avenue.
2	Fronting 50 feet on H street.
3	Fractional.
4	do
23	do
24	do
	BLOCK 796.—Bounded by Pollock and Water Front streets, and Twenty-fifth and Twenty-sixth avenues—19 lots.
5	Fractional lot, fronting on Water Front street and 26th avenue.
6	Fronting 50 feet on Twenty-sixth avenue.
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 26th avenue; 50 feet on Pollock street.
14	Fronting 50 feet on Pollock street.
15	do do
16	Corner lot, 50 feet on Pollock street; 100 feet on 25th avenue.
17	Fronting 50 feet on Twenty-fifth avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	Fractional lot, fronting on 25th avenue and Water Front street.

Lot.	Description.
	BLOCK 795.—Bounded by Pollock and Von Schmidt streets, and Twenty-fifth and Twenty-sixth avenues—24 lots, 50 by 100 feet.
1	Corner lot, 50 feet on Pollock street; 100 feet on 25th avenue.
2	Fronting 50 feet on Pollock street.
3	do do
4	Corner lot, 50 feet on Pollock street; 100 feet on 26th avenue.
5	Fronting 50 feet on Twenty-sixth avenue.
6	do do do
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 26th avenue; 50 feet on Von Schmidt street.
14	Fronting 50 feet on Von Schmidt street.
15	do do
16	Corner lot, 50 feet on Von Schmidt street; 100 feet on 25th avenue.
17	Fronting 50 feet on Twenty-fifth avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do
	BLOCK 794.—Bounded by Von Schmidt and Tevis streets, and Twenty-fifth and Twenty-sixth avenues—24 lots, 50 by 100 feet.
1	Corner lot, 50 feet on Von Schmidt street; 100 feet on 25th avenue.
2	Fronting 50 feet on Von Schmidt street.
3	do do
4	Corner lot, 50 feet on Von Schmidt street; 100 feet on 26th avenue.
5	Fronting 50 feet on Twenty-sixth avenue.
6	do do do
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 26th avenue; 50 feet on Tevis street.
14	Fronting 50 feet on Tevis street.
15	do do
16	Corner lot, 50 feet on Tevis street; 100 feet on 25th avenue.
17	Fronting 50 feet on Twenty-fifth avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do

Lot.	Description.
	BLOCK 793.—Bounded by Tevis and Dock streets, and Twenty-fifth and Twenty-sixth avenues—24 lots, 50 by 100 feet.
1	Corner lot, 50 feet on Tevis street; 100 feet on 25th avenue.
2	Fronting 50 feet on Tevis street.
3	do do
4	Corner lot, 50 feet on Tevis street; 100 feet on 26th avenue.
5	Fronting 50 feet on Twenty-sixth avenue.
6	do do do
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 26th avenue; 50 feet on Dock street.
14	Fronting 50 feet on Dock street.
15	do do
16	Corner lot, 50 feet on Dock street; 100 feet on 25th avenue.
17	Fronting 50 feet on Twenty-fifth avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do
	BLOCK 792.—Bounded by Dock and Ship streets, and Twenty-fifth and Twenty-sixth avenues—24 lots, 50 by 100 feet.
1	Corner lot, 50 feet on Dock street; 100 feet on 25th avenue.
2	Fronting 50 feet on Dock street.
3	do do
4	Corner lot, 50 feet on Dock street; 100 feet on 26th avenue.
5	Fronting 50 feet on Twenty-sixth avenue.
6	do do do
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 26th avenue; 50 feet on Ship street.
14	Fronting 50 feet on Ship street.
15	do do
16	Corner lot, 50 feet on Ship street; 100 feet on 25th avenue.
17	Fronting 50 feet on Twenty-fifth avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do

Lot.	Description.
	BLOCK 791.—Bounded by Ship and A streets, and Twenty-fifth and Twenty-sixth avenues—24 lots, 50 by 100 feet.
1	Corner lot, 50 feet on Ship street; 100 feet on 25th avenue.
2	Fronting 50 feet on Ship street.
3	do do
4	Corner lot, 50 feet on Ship street; 100 feet on 26th avenue.
5	Fronting 50 feet on Twenty-sixth avenue.
6	do do do
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 26th avenue; 50 feet on A street.
14	Fronting 50 feet on A street.
15	do do
16	Corner lot, 50 feet on A street; 100 feet on 25th avenue.
17	Fronting 50 feet on Twenty-fifth avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do
	BLOCK 790.—Bounded by A and B streets, and Twenty-fifth and Twenty-sixth avenues—24 lots, 50 by 100 feet.
1	Corner lot, 50 feet on A street; 100 feet on 25th avenue.
2	Fronting 50 feet on A street.
3	do do
4	Corner lot, 50 feet on A street; 100 feet on 26th avenue.
5	Fronting 50 feet on Twenty-sixth avenue.
6	do do do
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 26th avenue; 50 feet on B street.
14	Fronting 50 feet on B street.
15	do do
16	Corner lot, 50 feet on B street; 100 feet on 25th avenue.
17	Fronting 50 feet on Twenty-fifth avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do

	Description.
	BLOCK 789.—Bounded by B and C streets, and Twenty-fifth and Twenty-sixth avenues—24 lots, 50 by 100 feet.
1	Corner lot, 50 feet on B street; 100 feet on 25th avenue.
2	Fronting 50 feet on B street.
3	do do
4	Corner lot, 50 feet on B street; 100 feet on 26th avenue.
5	Fronting 50 feet on Twenty-sixth avenue.
6	do do do
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 26th avenue; 50 feet on C street.
14	Fronting 50 feet on C street.
15	do do
16	Corner lot, 50 feet on C street; 100 feet on 25th avenue.
17	Fronting 50 feet on Twenty-fifth avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do
	BLOCK 788.—Bounded by C and D streets, and Twenty-fifth and Twenty-sixth avenues—24 lots, 50 by 100 feet.
1	Corner lot, 50 feet on C street; 100 feet on 25th avenue.
2	Fronting 50 feet on C street.
3	do do
4	Corner lot, 50 feet on C street; 100 feet on 26th avenue.
5	Fronting 50 feet on Twenty-sixth avenue.
6	do do do
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 26th avenue; 50 feet on D street.
14	Fronting 50 feet on D street.
15	do do
16	Corner lot, 50 feet on D street; 100 feet on 25th avenue.
17	Fronting 50 feet on Twenty-fifth avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do

Lot.	Description.
	BLOCK 787.—Bounded by D and E streets, and Twenty-fifth and Twenty-sixth avenues—24 lots, 50 by 100 feet.
1	Corner lot, 50 feet on D street; 100 feet on 25th avenue.
2	Fronting 50 feet on D street.
3	do do
4	Corner lot, 50 feet on D street; 100 feet on 26th avenue.
5	Fronting 50 feet on Twenty-sixth avenue.
6	do do do
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 26th avenue; 50 feet on E street.
14	Fronting 50 feet on E street.
15	do do
16	Corner lot, 50 feet on E street; 100 feet on 25th avenue.
17	Fronting 50 feet on Twenty-fifth avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do
	BLOCK 786.—Bounded by E and F streets, and Twenty-fifth and Twenty-sixth avenues—24 lots, 50 by 100 feet.
1	Corner lot, 50 feet on E street; 100 feet on 25th avenue.
2	Fronting 50 feet on E street.
3	do do
4	Corner lot, 50 feet on E street; 100 feet on 26th avenue.
5	Fronting 50 feet on Twenty-sixth avenue.
6	do do do
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 26th avenue; 50 feet on F street.
14	Fronting 50 feet on F street.
15	do do
16	Corner lot, 50 feet on F street; 100 feet on 25th avenue.
17	Fronting 50 feet on Twenty-fifth avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do

Lot.	Description.
	BLOCK 489.—Bounded by F and G streets, and Twenty-fifth and Twenty-sixth avenues—24 lots, 50 by 100 feet.
1	Corner lot, 50 feet on F street; 100 feet on 25th avenue.
2	Fronting 50 feet on F street.
3	do do
4	Corner lot, 50 feet on F street; 100 feet on 26th avenue.
5	Fronting 50 feet on Twenty-sixth avenue.
6	do do do
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 26th avenue; 50 feet on G street.
14	Fronting 50 feet on G street.
15	do do
16	Corner lot, 50 feet on G street; 100 feet on 25th avenue.
17	Fronting 50 feet on Twenty-fifth avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do
	BLOCK 488 (Fractional).—Bounded by G and H streets, 25th and 26th avenues, and the shore line of San Francisco Bay—24 lots.
1	Corner lot, 50 feet on G street; 100 feet on 25th avenue.
2	Fronting 50 feet on G street.
3	do do
4	Corner lot, 50 feet on G street; 100 feet on 26th avenue.
5	Fronting 50 feet on Twenty-sixth avenue.
6	do do do
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, fractional.
14	Fractional.
15	do
16	Corner lot, fractional.
17	Fronting 50 feet on Twenty-fifth avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do

Lot.	Description.
	BLOCK 797 (Fractional).—Bounded by Pollock and Water Front streets, and Twenty-sixth and Twenty-seventh avenues—23 lots.
1	Corner lot (fractional), fronting on Water Front street and 26th avenue.
2	Fractional, fronting on Water Front street.
3	Corner lot (fractional), fronting on south county line.
5	Fractional, fronting on south county line.
6	Fronting 50 feet on Twenty-seventh avenue.
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 27th avenue; 50 feet on Pollock street.
14	Fronting 50 feet on Pollock street.
15	do do
16	Corner lot, 50 feet on Pollock street; 100 feet on 26th avenue.
17	Fronting 50 feet on Twenty-sixth avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do
	BLOCK 798.—Bounded by Pollock and Von Schmidt streets, and Twenty-sixth and Twenty-seventh avenues—24 lots, 50 by 100 feet.
1	Corner lot, 50 feet on Pollock street; 100 feet on 26th avenue.
2	Fronting 50 feet on Pollock street.
3	do do
4	Corner lot, 50 feet on Pollock street; 100 feet on 27th avenue.
5	Fronting 50 feet on Twenty-seventh avenue.
6	do do do
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 27th avenue; 50 feet on Von Schmidt street.
14	Fronting 50 feet on Von Schmidt street.
15	do do
16	Corner lot, 50 feet on Von Schmidt street; 100 feet on 26th avenue.
17	Fronting 50 feet on Twenty-sixth avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do

Lot.	Description.
	BLOCK 799.—Bounded by Von Schmidt and Tevis streets, and Twenty-sixth and Twenty-seventh avenues—24 lots, 50 by 100 feet.
1	Corner lot, 50 feet on Von Schmidt street; 100 feet on 26th avenue.
2	Fronting 50 feet on Von Schmidt street.
3	do do
4	Corner lot, 50 feet on Von Schmidt street; 100 feet on 27th avenue.
5	Fronting 50 feet on Twenty-seventh avenue.
6	do do do
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 27th avenue; 50 feet on Tevis street.
14	Fronting 50 feet on Tevis street.
15	do do
16	Corner lot, 50 feet on Tevis street; 100 feet on 26th avenue.
17	Fronting 50 feet on Twenty-sixth avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do
	BLOCK 800.—Bounded by Tevis and Dock streets, and Twenty-sixth and Twenty-seventh avenues—24 lots, 50 by 100 feet.
1	Corner lot, 50 feet on Tevis street; 100 feet on 26th avenue.
2	Fronting 50 feet on Tevis street.
3	do do
4	Corner lot, 50 feet on Tevis street; 100 feet on 27th avenue.
5	Fronting 50 feet on Twenty-seventh avenue.
6	do do do
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 27th avenue; 50 feet on Dock street.
14	Fronting 50 feet on Dock street.
15	do do
16	Corner lot, 50 feet on Dock street; 100 feet on 26th avenue.
17	Fronting 50 feet on Twenty-sixth avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do

Lot.	Description.
	BLOCK 801.—Bounded by Dock and Ship streets, and Twenty-sixth and Twenty-seventh avenues—24 lots, 50 by 100 feet.
1	Corner lot, 50 feet on Dock street; 100 feet on 26th avenue.
2	Fronting 50 feet on Dock street.
3	do do
4	Corner lot, 50 feet on Dock street; 100 feet on 27th avenue.
5	Fronting 50 feet on Twenty-seventh avenue.
6	do do do
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 27th avenue; 50 feet on Ship street.
14	Fronting 50 feet on Ship street.
15	do do
16	Corner lot, 50 feet on Ship street; 100 feet on 26th avenue.
17	Fronting 50 feet on Twenty-sixth avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do
	BLOCK 802.—Bounded by Ship and A streets, and Twenty-sixth and Twenty-seventh avenues—24 lots, 50 by 100 feet.
1	Corner lot, 50 feet on Ship street; 100 feet on 26th avenue.
2	Fronting 50 feet on Ship street.
3	do do
4	Corner lot, 50 feet on Ship street; 100 feet on 27th avenue.
5	Fronting 50 feet on Twenty-seventh avenue.
6	do do do
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 27th avenue; 50 feet on A street.
14	Fronting 50 feet on A street.
15	do do
16	Corner lot, 50 feet on A street; 100 feet on 26th avenue.
17	Fronting 50 feet on Twenty-sixth avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do

Lot.	Description.
	BLOCK 803.—Bounded by A and B streets, and Twenty-sixth and Twenty-seventh avenues—24 lots, 50 by 100 feet.
1	Corner lot, 50 feet on A street; 100 feet on 26th avenue.
2	Fronting 50 feet on A street.
3	do do
4	Corner lot, 50 feet on A street; 100 feet on 27th avenue.
5	Fronting 50 feet on Twenty-seventh avenue.
6	do do do
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 27th avenue; 50 feet on B street.
14	Fronting 50 feet on B street.
15	do do
16	Corner lot, 50 feet on B street; 100 feet on 26th avenue.
17	Fronting 50 feet on Twenty-sixth avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do
	BLOCK 804.—Bounded by B and C streets, and Twenty-sixth and Twenty-seventh avenues—24 lots, 50 by 100 feet.
1	Corner lot, 50 feet on B street; 100 feet on 26th avenue.
2	Fronting 50 feet on B street.
3	do do
4	Corner lot, 50 feet on B street; 100 feet on 27th avenue.
5	Fronting 50 feet on Twenty-seventh avenue.
6	do do do
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 27th avenue; 50 feet on C street.
14	Fronting 50 feet on C street.
15	do do
16	Corner lot, 50 feet on C street; 100 feet on 26th avenue.
17	Fronting 50 feet on Twenty-sixth avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do

Lot.	Description.
	BLOCK 805.—Bounded by C and D streets, and Twenty-sixth and Twenty-seventh avenues—24 lots, 50 by 100 feet.
1	Corner lot, 50 feet on C street; 100 feet on 26th avenue.
2	Fronting 50 feet on C street.
3	do do
4	Corner lot, 50 feet on C street; 100 feet on 27th avenue.
5	Fronting 50 feet on Twenty-seventh avenue.
6	do do do
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 27th avenue; 50 feet on D street.
14	Fronting 50 feet on D street.
15	do do
16	Corner lot, 50 feet on D street; 100 feet on 26th avenue.
17	Fronting 50 feet on Twenty-sixth avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do
	BLOCK 806.—Bounded by D and E streets, and Twenty-sixth and Twenty-seventh avenues—24 lots, 50 by 100 feet.
1	Corner lot, 50 feet on D street; 100 feet on 26th avenue.
2	Fronting 50 feet on D street.
3	do do
4	Corner lot, 50 feet on D street; 100 feet on 27th avenue.
5	Fronting 50 feet on Twenty-seventh avenue.
6	do do do
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 27th avenue; 50 feet on E street.
14	Fronting 50 feet on E street.
15	do do
16	Corner lot, 50 feet on E street; 100 feet on 26th avenue.
17	Fronting 50 feet on Twenty-sixth avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do

Lot.	Description.
	BLOCK 807.—Bounded by E and F streets, and Twenty-sixth and Twenty-seventh avenues—24 lots, 50 by 100 feet.
1	Corner lot, 50 feet on E street; 100 feet on 26th avenue.
2	Fronting 50 feet on E street.
3	do do
4	Corner lot, 50 feet on E street; 100 feet on 27th avenue.
5	Fronting 50 feet on Twenty-seventh avenue.
6	do do do
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 27th avenue; 50 feet on F street.
14	Fronting 50 feet on F street.
15	do do
16	Corner lot, 50 feet on F street; 100 feet on 26th avenue.
17	Fronting 50 feet on Twenty-sixth avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do
	BLOCK 490 (Fractional).—Bounded by F and G streets, Twenty-sixth and Twenty-seventh avenues—24 lots.
1	Corner lot, 50 feet on F street; 100 feet on 26th avenue.
2	Fronting 50 feet on F street.
3	do do
4	Corner lot, 50 feet on F street; 100 feet on 27th avenue.
5	Fronting 50 feet on Twenty-seventh avenue.
6	Fractional, fronting on Twenty-seventh avenue.
7	
8	
9	
10	Fractional, fronting on Twenty-seventh avenue.
11	do do do
12	do do do
13	Corner lot (fractional), fronting on G street.
14	Fronting 50 feet on G street.
15	do do
16	Corner lot, 50 feet on G street; 100 feet on 26th avenue.
17	Fronting 50 feet on Twenty-sixth avenue.
18	do do do
19	Fractional, fronting 50 feet on Twenty-sixth avenue.
20	do do do
21	do do do
22	do do do
23	do do do
24	Fronting 50 feet (full lot) on Twenty-sixth avenue.

Lot.	Description.
	BLOCK 491 (Fractional).—Bounded by G street, Twenty-sixth avenue and the shore line of San Francisco Bay.
1	Corner lot, 50 feet on G street; 100 feet on 26th avenue.
2	Fronting 50 feet on G street.
3	Fractional, fronting 50 feet on G street.
4	Corner lot (fractional), fronting on G street.
5	Fractional, fronting on Twenty-seventh avenue.
6	do do do
19	Fractional, fronting 50 feet on Twenty-seventh avenue.
20	do do do
21	do do do
22	do do do
23	Fronting 50 feet on Twenty-seventh avenue.
24	do do do

Lot.	Description.
	BLOCK 818 (Fractional).—Bounded by Pollock street and Twenty-seventh and Twenty-eighth avenues, and the county line.
14	Fronting 50 feet on Pollock street.
15	do do
16	Corner lot, 50 feet on Pollock street; 100 feet on 27th avenue.
17	
18	Fronting 50 feet on Twenty-seventh avenue.
12	Fractional, fronting on south county line.
13	Fractional, fronting on Pollock street.
19	Fronting on Pollock street.

Lot.	Description.
	BLOCK 817.—Bounded by Pollock and Von Schmidt streets, and Twenty-seventh and Twenty-eighth avenues—24 lots, 50 by 100 ft.
1	Corner lot, 50 feet on Pollock street; 100 feet on 27th avenue.
2	Fronting 50 feet on Pollock street.
3	do do
4	Corner lot, 50 feet on Pollock street; 100 feet on 28th avenue.
5	Fronting 50 feet on Twenty-eighth avenue.
6	do do do
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 28th avenue; 50 feet on Von Schmidt street.
14	Fronting 50 feet on Von Schmidt street.
15	do do
16	Corner lot, 50 feet on Von Schmidt street; 100 feet on 27th avenue.
17	Fronting 50 feet on Twenty-seventh avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do
	BLOCK 816.—Bounded by Von Schmidt and Tevis streets, and Twenty-seventh and Twenty-eighth avenues—24 lots, 50 by 100 ft.
1	Corner lot, 50 feet on Von Schmidt street; 100 feet on 27th avenue.
2	Fronting 50 feet on Von Schmidt street.
3	do do
4	Corner lot, 50 feet on Von Schmidt street; 100 feet on 28th avenue.
5	Fronting 50 feet on Twenty-eighth avenue.
6	do do do
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 28th avenue; 50 feet on Tevis street.
14	Fronting 50 feet on Tevis street.
15	do do
16	Corner lot, 50 feet on Tevis street; 100 feet on 27th avenue.
17	Fronting 50 feet on Twenty seventh avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do

Lot.	Description.
	BLOCK 815.—Bounded by Tevis and Dock streets, and Twenty-seventh and Twenty-eighth avenues—24 lots, 50 by 100 feet.
1	Corner lot, 50 feet on Tevis street; 100 feet on 27th avenue.
2	Fronting 50 feet on Tevis street.
3	do do
4	Corner lot, 50 feet on Tevis street; 100 feet on 28th avenue.
5	Fronting 50 feet on Twenty-eighth avenue.
6	do do do
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 28th avenue; 50 feet on Dock street.
14	Fronting 50 feet on Dock street.
15	do do
16	Corner lot, 50 feet on Dock street; 100 feet on 27th avenue.
17	Fronting 50 feet on Twenty-seventh avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do
	BLOCK 814.—Bounded by Dock and Ship streets, and Twenty-seventh and Twenty-eighth avenues—24 lots, 50 by 100 feet.
1	Corner lot, 50 feet on Dock street; 100 feet on 27th avenue.
2	Fronting 50 feet on Dock street.
3	do do
4	Corner lot, 50 feet on Dock street; 100 feet on 28th avenue.
5	Fronting 50 feet on Twenty-eighth avenue.
6	do do do
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 28th avenue; 50 feet on Ship street.
14	Fronting 50 feet on Ship street.
15	do do
16	Corner lot, 50 feet on Ship street; 100 feet on 27th avenue.
17	Fronting 50 feet on Twenty-seventh avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do

Lot.	Description.
	BLOCK 813.—Bounded by Ship and A streets, and Twenty-seventh and Twenty-eighth avenues—24 lots, 50 by 100 feet.
1	Corner lot, 50 feet on Ship street; 100 feet on 27th avenue.
2	Fronting 50 feet on Ship street.
3	do do
4	Corner lot, 50 feet on Ship street; 100 feet on 28th avenue.
5	Fronting 50 feet on Twenty-eighth avenue.
6	do do do
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 28th avenue; 50 feet on A street.
14	Fronting 50 feet on A street.
15	do do
16	Corner lot, 50 feet on A street; 100 feet on 27th avenue.
17	Fronting 50 feet on Twenty-seventh avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do
	BLOCK 812.—Bounded by A and B streets, and Twenty-seventh and Twenty-eighth avenues—24 lots, 50 by 100 feet.
1	Corner lot, 50 feet on A street; 100 feet on 27th avenue.
2	Fronting 50 feet on A street.
3	do do
4	Corner lot, 50 feet on A street; 100 feet on 28th avenue.
5	Fronting 50 feet on Twenty-eighth avenue.
6	do do do
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 28th avenue; 50 feet on B street.
14	Fronting 50 feet on B street.
15	do do
16	Corner lot, 50 feet on B street; 100 feet on 27th avenue.
17	Fronting 50 feet on Twenty-seventh avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do

Lot.	Description.
	BLOCK 811.—Bounded by B and C streets, and Twenty-seventh and Twenty-eighth avenues—24 lots, 50 by 100 feet.
1	Corner lot, 50 feet on B street; 100 feet on 27th avenue.
2	Fronting 50 feet on B street.
3	do do
4	Corner lot, 50 feet on B street; 100 feet on 28th avenue.
5	Fronting 50 feet on Twenty-eighth avenue.
6	do do do
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 28th avenue; 50 feet on C street.
14	Fronting 50 feet on C street.
15	do do
16	Corner lot, 50 feet on C street; 100 feet on 27th avenue.
17	Fronting 50 feet on Twenty-seventh avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do
	BLOCK 810.—Bounded by C and D streets, and Twenty-seventh and Twenty-eighth avenues—24 lots, 50 by 100 feet.
1	Corner lot, 50 feet on C street; 100 feet on 27th avenue.
2	Fronting 50 feet on C street.
3	do do
4	Corner lot, 50 feet on C street; 100 feet on 28th avenue.
5	Fronting 50 feet on Twenty-eighth avenue.
6	do do do
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 28th avenue; 50 feet on D street.
14	Fronting 50 feet on D street.
15	do do
16	Corner lot, 50 feet on D street; 100 feet on 27th avenue.
17	Fronting 50 feet on Twenty-seventh avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do

Lot.	Description.
	BLOCK 809.—Bounded by D and E streets, and Twenty-seventh and Twenty-eighth avenues—24 lots, 50 by 100 feet.
1	Corner lot, 50 feet on D street; 100 feet on 27th avenue.
2	Fronting 50 feet on D street.
3	do do
4	Corner lot, 50 feet on D street; 100 feet on 28th avenue.
5	Fronting 50 feet on Twenty-eighth avenue.
6	do do do
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 28th avenue; 50 feet on E street.
14	Fronting 50 feet on E street.
15	do do
16	Corner lot, 50 feet on E street; 100 feet on 27th avenue.
17	Fronting 50 feet on Twenty-seventh avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do
	BLOCK 808.—Bounded by E and F streets, and Twenty-seventh and Twenty-eighth avenues—24 lots, 50 by 100 feet.
1	Corner lot, 50 feet on E street; 100 feet on 27th avenue.
2	Fronting 50 feet on E street.
3	do do
4	Corner lot, 50 feet on E street; 100 feet on 28th avenue.
5	Fronting 50 feet on Twenty-eighth avenue.
6	do do do
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 28th avenue; 50 feet on F street.
14	Fronting 50 feet on F street.
15	do do
16	Corner lot, 50 feet on F street; 100 feet on 27th avenue.
17	Fronting 50 feet on Twenty-seventh avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do

Lot.	Description.
	BLOCK 512 (Fractional).—Bounded by F street, Twenty-seventh and Twenty-eighth avenues and shore line of San Francisco Bay.
1	Corner lot, 50 feet on F street; 100 feet on 27th avenue.
2	Fronting 50 feet on F street.
3	do do
4	Corner lot, 50 feet on F street; 100 feet on 28th avenue.
5	Fronting 50 feet on Twenty-eighth avenue.
6	do do do
7	do do do
8	Fractional, fronting on Twenty-eighth avenue.
21	Fractional, fronting on Twenty-seventh avenue.
22	Fronting 50 feet on Twenty-seventh avenue.
23	do do do
24	do do do
	BLOCK 819 (Fractional).—Bounded by Pollock and Von Schmidt streets, and Twenty-eighth and Twenty-ninth avenues, and the county boundary line.
1	Fractional, fronting on 28th avenue and south county line.
7	Fractional, fronting on south county line.
8	do do do
9	Fronting 50 feet on Twenty-ninth avenue.
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 29th avenue; 50 feet on Von Schmidt street.
14	Fronting 50 feet on Von Schmidt street.
15	do do
16	Corner lot, 50 feet on Von Schmidt street; 100 feet on 28th avenue.
17	Fronting 50 feet on Twenty-eighth avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	Fractional, fronting on 28th avenue and south county line.

Lot.	Description.
	BLOCK 820.—Bounded by Von Schmidt and Tevis streets, and Twenty-eighth and Twenty-ninth avenues—24 lots, 50 by 100 feet.
1	Corner lot, 50 feet on Von Schmidt street; 100 feet on 28th avenue.
2	Fronting 50 feet on Von Schmidt street.
3	do do
4	Corner lot, 50 feet on Von Schmidt street; 100 feet on 29th avenue.
5	Fronting 50 feet on Twenty-ninth avenue.
6	do do do
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 29th avenue; 50 feet on Tevis street.
14	Fronting 50 feet on Tevis street.
15	do do
16	Corner lot, 50 feet on Tevis street; 100 feet on 28th avenue.
17	Fronting 50 feet on Twenty-eighth avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do
	BLOCK 821.—Bounded by Tevis and Dock streets, and Twenty-eighth and Twenty-ninth avenues—24 lots, 50 by 100 feet.
1	Corner lot, 50 feet on Tevis street; 100 feet on 28th avenue.
2	Fronting 50 feet on Tevis street.
3	do do
4	Corner lot, 50 feet on Tevis street; 100 feet on 29th avenue.
5	Fronting 50 feet on Twenty-ninth avenue.
6	do do do
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 29th avenue; 50 feet on Dock street.
14	Fronting 50 feet on Dock street.
15	do do
16	Corner lot, 50 feet on Dock street; 100 feet on 28th avenue.
17	Fronting 50 feet on Twenty-eighth avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do

Lot.	Description.
	BLOCK 822.—Bounded by Dock and Ship streets, and Twenty-eighth and Twenty-ninth avenues—24 lots, 50 by 100 feet.
1	Corner lot, 50 feet on Dock street; 100 feet on 28th avenue.
2	Fronting 50 feet on Dock street.
3	do do
4	Corner lot, 50 feet on Dock street; 100 feet on 29th avenue.
5	Fronting 50 feet on Twenty-ninth avenue.
6	do do do
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 29th avenue; 50 feet on Ship street.
14	Fronting 50 feet on Ship street.
15	do do
16	Corner lot, 50 feet on Ship street; 100 feet on 28th avenue.
17	Fronting 50 feet on Twenty-eighth avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do
	BLOCK 823.—Bounded by Ship and A streets, and Twenty-eighth and Twenty-ninth avenues—24 lots, 50 by 100 feet.
1	Corner lot, 50 feet on Ship street; 100 feet on 28th avenue.
2	Fronting 50 feet on Ship street.
3	do do
4	Corner lot, 50 feet on Ship street; 100 feet on 29th avenue.
5	Fronting 50 feet on Twenty-ninth avenue.
6	do do do
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 29th avenue; 50 feet on A street.
14	Fronting 50 feet on A street.
15	do do
16	Corner lot, 50 feet on A street; 100 feet on 28th avenue.
17	Fronting 50 feet on Twenty-eighth avenue.
18	do do do
19	do do do
20	do do do
21	do do do
2	do do do
3	do do do
4	do do do

Lot.	Description.
	BLOCK 824.—Bounded by A and B streets, and Twenty-eighth and Twenty-ninth avenues—24 lots, 50 by 100 feet.
1	Corner lot, 50 feet on A street; 100 feet on 28th avenue.
2	Fronting 50 feet on A street.
3	do do
4	Corner lot, 50 feet on A street; 100 feet on 29th avenue.
5	Fronting 50 feet on Twenty-ninth avenue.
6	do do do
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 29th avenue; 50 feet on B street.
14	Fronting 50 feet on B street.
15	do do
16	Corner lot, 50 feet on B street; 100 feet on 28th avenue.
17	Fronting 50 feet on Twenty-eight avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do
	BLOCK 826.—Bounded by C and D streets, and Twenty-eighth and Twenty-ninth avenues—24 lots, 50 by 100 feet.
1	Corner lot, 50 feet on C street; 100 feet on 28th avenue.
2	Fronting 50 feet on C street.
3	do do
4	Corner lot, 50 feet on C street; 100 feet on 29th avenue.
5	Fronting 50 feet on Twenty-ninth avenue.
6	do do do
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 29th avenue; 50 feet on D street.
14	Fronting 50 feet on D street.
15	do do
16	Corner lot, 50 feet on D street; 100 feet on 28th avenue.
17	Fronting 50 feet on Twenty-eighth street.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do

Lot.	Description.
	BLOCK 827.—Bounded by D and E streets, and Twenty-eighth and Twenty-ninth avenues—24 lots, 50 by 100 feet.
1	Corner lot, 50 feet on D street; 100 feet on 28th avenue.
2	Fronting 50 feet on D street.
3	do do
4	Corner lot, 50 feet on D street; 100 feet on 29th avenue.
5	Fronting 50 feet on Twenty-ninth avenue.
6	do do do
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 29th avenue; 50 feet on E street.
14	Fronting 50 feet on E street.
15	do do
16	Corner lot, 50 feet on E street; 100 feet on 28th avenue.
17	Fronting 50 feet on Twenty-eighth avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do
	BLOCK 828.—Bounded by E and F streets, and Twenty-eighth and Twenty-ninth avenues—24 lots, 50 by 100 feet.
1	Corner lot, 50 feet on E street; 100 feet on 28th avenue.
2	Fronting 50 feet on E street.
3	do do
4	Corner lot, 50 feet on E street; 100 feet on 29th avenue.
5	Fronting 50 feet on Twenty-ninth avenue.
6	do do do
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 29th avenue; 50 feet on F street.
14	Fronting 50 feet on F street.
15	do do
16	Corner lot, 50 feet on F street; 100 feet on 28th avenue.
17	Fronting 50 feet on Twenty-eighth avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do

Lot.	Description.
	BLOCK 513 (Fractional).—Bounded by F street, Twenty-eighth and Twenty-ninth avenues and shore line of San Francisco Bay.
1	Corner lot, 50 feet on F street; 100 feet on 28th avenue.
2	Fronting 50 feet on F street.
3	do do
4	Corner lot, 50 feet on F street; 100 feet on 29th avenue.
5	Fronting 50 feet on Twenty-ninth avenue.
6	do do do
7	do do do
8	Fractional, fronting on Twenty-ninth avenue.
21	Fractional, fronting on Twenty-eighth avenue.
22	Fronting 50 feet on Twenty-eighth avenue.
23	do do do
24	do do do

Lot.	Description.
	BLOCK 837 (Fractional).—Bounded by Von Schmidt street and Twenty-ninth avenue, and the county boundary line.
16	Corner lot, 50 feet on Von Schmidt street; 100 feet on 29th avenue.
14	Fractional, fronting on Von Schmidt st. and county boundary line.
15	do do do
17	Fractional, fronting on Twenty-ninth avenue and county boundary line.

Lot.	Description.
	BLOCK 836.—Bounded by Von Schmidt and Tevis streets, and Twenty-ninth and Thirtieth avenues—24 lots, 50 by 100 feet.
1	Corner lot, 50 feet on Von Schmidt street; 100 feet on 29th avenue.
2	Fronting 50 feet on Von Schmidt street.
3	do do
4	Corner lot, 50 feet on Von Schmidt street; 100 feet on 30th avenue.
5	Fronting 50 feet on Thirtieth avenue.
6	do do do
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 30th avenue; 50 feet on Tevis street.
14	Fronting 50 feet on Tevis street.
15	do do
16	Corner lot, 50 feet on Tevis street; 100 feet on 29th avenue.
17	Fronting 50 feet on Twenty-ninth avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do
	BLOCK 835.—Bounded by Tevis and Dock streets, and Twenty-ninth and Thirtieth avenues—24 lots, 50 by 100 feet.
1	Corner lot, 50 feet on Tevis street; 100 feet on 29th avenue.
2	Fronting 50 feet on Tevis street.
3	do do
4	Corner lot, 50 feet on Tevis street; 100 feet on 30th avenue.
5	Fronting 50 feet on Thirtieth avenue.
6	do do do
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 30th avenue; 50 feet on Dock street.
14	Fronting 50 feet on Dock street.
15	do do
16	Corner lot, 50 feet on Dock street; 100 feet on 29th avenue.
17	Fronting 50 feet on Twenty-ninth avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do

Lot.	Description.
	BLOCK 834.—Bounded by Dock and Ship streets, and Twenty-ninth and Thirtieth avenues—24 lots, 50 by 100 feet.
1	Corner lot, 50 feet on Dock street; 100 feet on 29th avenue.
2	Fronting 50 feet on Dock street.
3	do do
4	Corner lot, 50 feet on Dock street; 100 feet on 30th avenue.
5	Fronting 50 feet on Thirtieth avenue.
6	do do do
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 30th avenue; 50 feet on Ship street.
14	Fronting 50 feet on Ship street.
15	do do
16	Corner lot, 50 feet on Ship street; 100 feet on 29th avenue.
17	Fronting 50 feet on Twenty-ninth avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do
	BLOCK 833.—Bounded by Ship and A streets, and Twenty-ninth and Thirtieth avenues—24 lots, 50 by 100 feet.
1	Corner lot, 50 feet on Ship street; 100 feet on 29th avenue.
2	Fronting 50 feet on Ship street.
3	do do
4	Corner lot, 50 feet on Ship street; 100 feet on 30th avenue.
5	Fronting 50 feet on Thirtieth avenue.
6	do do do
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 30th avenue; 50 feet on A street.
14	Fronting 50 feet on A street.
15	do do
16	Corner lot, 50 feet on A street; 100 feet on 29th avenue.
17	Fronting 50 feet on Twenty-ninth avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do

Lot.	Description.
	BLOCK 832.—Bounded by A and B streets, and Twenty-ninth and Thirtieth avenues—24 lots, 50 by 100 feet.
1	Corner lot, 50 feet on A street; 100 feet on 29th avenue.
2	Fronting 50 feet on A street.
3	do do
4	Corner lot, 50 feet on A street; 100 feet on 30th avenue.
5	Fronting 50 feet on Thirtieth avenue.
6	do do do
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 30th avenue; 50 feet on B street.
14	Fronting 50 feet on B street.
15	do do
16	Corner lot, 50 feet on B street; 100 feet on 29th avenue.
17	Fronting 50 feet on Twenty-ninth avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do
	BLOCK 830.—Bounded by C and D streets, and Twenty-ninth and Thirtieth avenues—24 lots, 50 by 100 feet.
1	Corner lot, 50 feet on C street; 100 feet on 29th avenue.
2	Fronting 50 feet on C street.
3	do do
4	Corner lot, 50 feet on C street; 100 feet on 30th avenue.
5	Fronting 50 feet on Thirtieth avenue.
6	do do do
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 30th avenue; 50 feet on D street.
14	Fronting 50 feet on D street.
15	do do
16	Corner lot, 50 feet on D street; 100 feet on 29th avenue.
17	Fronting 50 feet on Twenty-ninth avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do

Lot.	Description.
	BLOCK 829.—Bounded by D and E streets, and Twenty-ninth and Thirtieth avenues—24 lots, 50 by 100 feet.
1	Corner lot, 50 feet on D street; 100 feet on 29th avenue.
2	Fronting 50 feet on D street.
3	do do
4	Corner lot, 50 feet on D street; 100 feet on 30th avenue.
5	Fronting 50 feet on Thirtieth avenue.
6	do do do
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 30th avenue; 50 feet on E street.
14	Fronting 50 feet on E street.
15	do do
16	Corner lot, 50 feet on E street; 100 feet on 29th avenue.
17	Fronting 50 feet on Twenty-ninth avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do
	BLOCK 534.—Bounded by E and F streets, and Twenty-ninth and Thirtieth avenues—24 lots, 50 by 100 feet.
1	Corner lot, 50 feet on E street; 100 feet on 29th avenue.
2	Fronting 50 feet on E street.
3	do do
4	Corner lot, 50 feet on E street; 100 feet on 30th avenue.
5	Fronting 50 feet on Thirtieth avenue.
6	do do do
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 30th avenue; 50 feet on F street.
14	Fronting 50 feet on F street.
15	do do
16	Corner lot, 50 feet on F street; 100 feet on 29th avenue.
17	Fronting 50 feet on Twenty-ninth avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do

Lot.	Description.
	BLOCK 533 (Fractional).—Bounded by F street, Twenty-ninth ninth and Thirtieth avenues, and shore line of San Francisco Bay.
1	Corner lot, 50 feet on F street; 100 feet on 29th avenue.
2	Fronting 50 feet on F street.
3	do do
4	Corner lot, 50 feet on F street; 100 feet on 30th avenue.
5	Fronting 50 feet on Thirtieth avenue.
6	do do do
7	do do do
8	do do do
9	Fractional, fronting on 30th avenue and shore line of San Francisco Bay.
20	Fractional, fronting on 29th avenue and shore line of San Francisco Bay.
21	Fronting 50 feet on Twenty-ninth avenue.
22	do do do
23	do do do
24	do do do
	BLOCK 838 (Fractional).—Bounded by Tevis street and Thirtieth and Thirty-first avenues.
11	Fronting 50 feet on Thirty-first avenue.
12	do do do
13	Corner lot, 100 feet on 31st avenue; 50 feet on Tevis street.
14	Fronting 50 feet on Tevis street.
15	do do
16	Corner lot, 50 feet on Tevis street; 100 feet on 30th avenue.
17	Fronting 50 feet on Thirtieth avenue.
18	do do do
19	do do do
20	do do do
9	Fractional, fronting on county boundary.
10	do do do
21	Fractional, fronting on 30th avenue and county boundary.
22	do do do do

Lot.	Description.
	BLOCK 839.—Bounded by Tevis and Dock streets, and Thirtieth and Thirty-first avenues—24 lots, 50 by 100 feet.
1	Corner lot, 50 feet on Tevis street; 100 feet on 30th avenue.
2	Fronting 50 feet on Tevis street.
3	do do
4	Corner lot, 50 feet on Tevis street; 100 feet on 31st avenue.
5	Fronting 50 feet on Thirty-first avenue.
6	do do do
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 31st avenue; 50 feet on Dock street.
14	Fronting 50 feet on Dock street.
15	do do
16	Corner lot, 50 feet on Dock street; 100 feet on 30th avenue.
17	Fronting 50 feet on Thirtieth avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do
	BLOCK 840.—Bounded by Dock and Ship streets, and Thirtieth and Thirty-first avenues—24 lots, 50 by 100 feet.
1	Corner lot, 50 feet on Dock street; 100 feet on 30th avenue.
2	Fronting 50 feet on Dock street.
3	do do
4	Corner lot, 50 feet on Dock street; 100 feet on 31st avenue.
5	Fronting 50 feet on Thirty-first avenue.
6	do do do
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 31st avenue; 50 feet on Ship street.
14	Fronting 50 feet on Ship street.
15	do do
16	Corner lot, 50 feet on Ship street; 100 feet on 30th avenue.
17	Fronting 50 feet on Thirtieth avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do

Lot.	Description.
	BLOCK 841.—Bounded by Ship and A streets, and Thirtieth and Thirty-first avenues—24 lots, 50 by 100 feet.
1	Corner lot, 50 feet on Ship street; 100 feet on 30th avenue.
2	Fronting 50 feet on Ship street.
3	do do
4	Corner lot, 50 feet on Ship street; 100 feet on 31st avenue.
5	Fronting 50 feet on Thirty-first avenue.
6	do do do
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 31st avenue; 50 feet on A street.
14	Fronting 50 feet on A street.
15	do do
16	Corner lot, 50 feet on A street; 100 feet on 30th avenue.
17	Fronting 50 feet on Thirtieth avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do
	BLOCK 842.—Bounded by A and B streets, and Thirtieth and Thirty-first avenues—24 lots, 50 by 100 feet.
1	Corner lot, 50 feet on A street; 100 feet on 30th avenue.
2	Fronting 50 feet on A street.
3	do do
4	Corner lot, 50 feet on A street; 100 feet on 31st avenue.
5	Fronting 50 feet on Thirty-first avenue.
6	do do do
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 31st avenue; 50 feet on B street.
14	Fronting 50 feet on B street.
15	do do
16	Corner lot, 50 feet on B street; 100 feet on 30th avenue.
17	Fronting 50 feet on Thirtieth avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do

Lot.	Description.
	BLOCK 843.—Bounded by B and C streets, and Thirtieth and Thirty-first avenues—24 lots, 50 by 100 feet.
1	Corner lot, 50 feet on B street; 100 feet on 30th avenue.
2	Fronting 50 feet on B street.
3	do do
4	Corner lot, 50 feet on B street; 100 feet on 31st avenue.
5	Fronting 50 feet on Thirty-first avenue.
6	do do do
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 31st avenue; 50 feet on C street.
14	Fronting 50 feet on C street.
15	do do
16	Corner lot, 50 feet on C street; 100 feet on 30th avenue.
17	Fronting 50 feet on Thirtieth avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do
	BLOCK 844.—Bounded by C and D streets, and Thirtieth and Thirty-first avenues—24 lots, 50 by 100 feet.
1	Corner lot, 50 feet on C street; 100 feet on 30th avenue.
2	Fronting 50 feet on C street.
3	do do
4	Corner lot, 50 feet on C street; 100 feet on 31st avenue.
5	Fronting 50 feet on Thirty-first avenue.
6	do do do
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 31st avenue; 50 feet on D street.
14	Fronting 50 feet on D street.
15	do do
16	Corner lot, 50 feet on D street; 100 feet on 30th avenue.
17	Fronting 50 feet on Thirtieth avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do

Lot.	Description.
	BLOCK 845.—Bounded by D and E streets, and Thirtieth and Thirty-first avenues—24 lots, 50 by 100 feet.
1	Corner lot, 50 feet on D street; 100 feet on 30th avenue.
2	Fronting 50 feet on D street.
3	do do
4	Corner lot, 50 feet on D street; 100 feet on 31st avenue.
5	Fronting 50 feet on Thirty-first avenue.
6	do do do
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 31st avenue; 50 feet on E street.
14	Fronting 50 feet on E street.
15	do do
16	Corner lot, 50 feet on E street; 100 feet on 30th avenue.
17	Fronting 50 feet on Thirtieth avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do
	BLOCK 535.—Bounded by E and F streets, and Thirtieth and Thirty-first avenues—24 lots, 50 by 100 feet.
1	Corner lot, 50 feet on E street; 100 feet on 30th avenue.
2	Fronting 50 feet on E street.
3	do do
4	Corner lot, 50 feet on E street; 100 feet on 31st avenue.
5	Fronting 50 feet on Thirty-first avenue.
6	do do do
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 31st avenue; 50 feet on F street.
14	Fronting 50 feet on F street.
15	do do
16	Corner lot, 50 feet on F street; 100 feet on 30th avenue.
17	Fronting 50 feet on Thirtieth avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do

Lot.	Description.
	BLOCK 536 (Fractional).—Bounded by F street, Thirtieth and Thirty-first avenues and the shore line of San Francisco Bay—12 full lots, 50 by 100 feet each ; 2 fractional lots.
1	Corner lot, 50 feet on F street; 100 feet on 30th avenue.
2	Fronting 50 feet on F street.
3	do do
4	Corner lot, 50 feet on F street ; 100 feet on 31st avenue.
5	Fronting 50 feet on Thirty-first avenue.
6	do do do
7	do do do
8	do do do
9	Fractional, fronting on Thirty-first avenue.
20	Fractional, fronting on Thirtieth avenue.
21	Fronting 50 feet on Thirtieth avenue.
22	do do do
23	do do do
24	do do do
	BLOCK 852 (Fractional).—Bounded by Tevis and Dock streets, and Thirty-first and Thirty-second avenues, and the county line —21 full lots and 2 fractional lots.
1	Corner lot, 50 feet on Tevis street; 100 feet on 31st avenue.
2	Fronting 50 feet on Tevis street.
3	Fractional, fronting on county line.
5	do do
6	Fronting 50 feet on Thirty-second avenue.
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 32d avenue; 50 feet on Dock street.
14	Fronting 50 feet on Dock street.
15	do do
16	Corner lot, 50 feet on Dock street; 100 feet on 31st avenue.
17	Fronting 50 feet on Thirty-first avenue.
18	do do do
	do do do
20	do do do
21	do do do
22	do do do
	do do do
	do do do

Lot.	Description.
	BLOCK 851.—Bounded by Dock and Ship streets, and Thirty-first and Thirty-second avenues—24 lots, 50 by 100 feet.
1	Corner lot, 50 feet on Dock street; 100 feet on 31st avenue.
2	Fronting 50 feet on Dock street.
3	do do
4	Corner lot, 50 feet on Dock street; 100 feet on 32d avenue.
5	Fronting 50 feet on Thirty-second avenue.
6	do do do
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 32d avenue; 50 feet on Ship street.
14	Fronting 50 feet on Ship street.
15	do do
16	Corner lot, 50 feet on Ship street; 100 feet on 31st avenue.
17	Fronting 50 feet on Thirty-first avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do
	BLOCK 850.—Bounded by Ship and A streets, and Thirty-first and Thirty-second avenues—24 lots, 50 by 100 feet.
1	Corner lot, 50 feet on Ship street; 100 feet on 31st avenue.
2	Fronting 50 feet on Ship street.
3	do do
4	Corner lot, 50 feet on Ship street; 100 feet on 32d avenue.
5	Fronting 50 feet on Thirty-second avenue.
6	do do do
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 32d avenue; 50 feet on A street.
14	Fronting 50 feet on A street.
15	do do
16	Corner lot, 50 feet on A street; 100 feet on 31st avenue.
17	Fronting 50 feet on Thirty-first avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do

Lot.	Description.
	BLOCK 849.—Bounded by A and B streets, and Thirty-first and Thirty-second avenues—24 lots, 50 by 100 feet.
1	Corner lot, 50 feet on A street; 100 feet on 31st avenue.
2	Fronting 50 feet on A street.
3	do do
4	Corner lot, 50 feet on A street; 100 feet on 32d avenue.
5	Fronting 50 feet on Thirty-second avenue.
6	do do do
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 32d avenue; 50 feet on B street.
14	Fronting 50 feet on B street.
15	do do
16	Corner lot, 50 feet on B street; 100 feet on 31st avenue.
17	Fronting 50 feet on Thirty-first avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do
	BLOCK 848.—Bounded by B and C streets, and Thirty-first and Thirty-second avenues—24 lots, 50 by 100 feet.
1	Corner lot, 50 feet on B street; 100 feet on 31st avenue.
2	Fronting 50 feet on B street.
3	do do
4	Corner lot, 50 feet on B street; 100 feet on 32d avenue.
5	Fronting 50 feet on Thirty-second avenue.
6	do do do
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 32d avenue; 50 feet on C street.
14	Fronting 50 feet on C street.
15	do do
16	Corner lot, 50 feet on C street; 100 feet on 31st avenue.
17	Fronting 50 feet on Thirty-first avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do

Lot.	Description.
	BLOCK 847.—Bounded by C and D streets, and Thirty-first and Thirty-second avenues—24 lots, 50 by 100 feet.
1	Corner lot, 50 feet on C street; 100 feet on 31st avenue.
2	Fronting 50 feet on C street.
3	do do
4	Corner lot, 50 feet on C street; 100 feet on 32d avenue.
5	Fronting 50 feet on Thirty-second avenue.
6	do do do
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 32d avenue; 50 feet on D street.
14	Fronting 50 feet on D street.
15	do do
16	Corner lot, 50 feet on D street; 100 feet on 31st avenue.
17	Fronting 50 feet on Thirty-first avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do
	BLOCK 846.—Bounded by D and E streets, and Thirty-first and Thirty-second avenues—24 lots, 50 by 100 feet.
1	Corner lot, 50 feet on D street; 100 feet on 31st avenue.
2	Fronting 50 feet on D street.
3	do do
4	Corner lot, 50 feet on D street; 100 feet on 32d avenue.
5	Fronting 50 feet on Thirty-second avenue.
6	do do do
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 32d avenue; 50 feet on E street.
14	Fronting 50 feet on E street.
15	do do
16	Corner lot, 50 feet on E street; 100 feet on 31st avenue.
17	Fronting 50 feet on Thirty-first avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do

Lot.	Description.
	BLOCK 555.—Bounded by E and F streets, and Thirty-first and Thirty-second avenues—24 lots, 50 by 100 feet.
1	Corner lot, 50 feet on E street; 100 feet on 31st avenue.
2	Fronting 50 feet on E street.
3	do do
4	Corner lot, 50 feet on E street; 100 feet on 32d avenue.
5	Fronting 50 feet on Thirty-second avenue.
6	do do do
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 32d avenue; 50 feet on F street.
14	Fronting 50 feet on F street.
15	do do
16	Corner lot, 50 feet on F street; 100 feet on 31st avenue.
17	Fronting 50 feet on Thirty first avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do
	BLOCK 554 (Fractional).—Bounded by F street, Thirty-first and Thirty-second avenues, and the shore line of San Francisco Bay and Tidal Pond—10 full lots, 50 by 100 feet; 2 fractional lots.
1	Corner lot, 50 feet on F street; 100 feet on 31st avenue.
2	Fronting 50 feet on F street.
3	do do
4	Corner lot, 50 feet on F street; 100 feet on 32d avenue.
5	Fronting 50 feet on Thirty-second avenue.
6	do do do
7	do do do
8	Fractional, fronting on Thirty-second avenue.
21	Fractional, fronting on Thirty-first avenue.
22	Fronting 50 feet on Thirty-first avenue.
23	do do do
24	do do do

Lot.	Description.
	BLOCK 853 (Fractional).—Bounded by Dock street, Thirty-second and Thirty-third avenues, and the county boundary line.
12	Fractional, fronting on boundary line.
13	Fractional, fronting on Dock street and 33d avenue.
14	Fronting 50 feet on Dock street.
15	do do
16	Corner lot, 50 feet on Dock street; 100 feet on 32d avenue.
17	Fronting 50 feet on Thirty-second avenue.
18	do do do
19	Fractional, fronting on Thirty-second avenue.
20	do do do
	BLOCK 854.—Bounded by Dock and Ship streets, and Thirty-second and Thirty-third avenues—24 lots, 50 by 100 feet.
1	Corner lot, 50 feet on Dock street; 100 feet on 32d avenue.
2	Fronting 50 feet on Dock street.
3	do do
4	Corner lot, 50 feet on Dock street; 100 feet on 33d avenue.
5	Fronting 50 feet on Thirty-third avenue.
6	do do do
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 33d avenue; 50 feet on Ship street.
14	Fronting 50 feet on Ship street.
15	do do
16	Corner lot, 50 feet on Ship street; 100 feet on 32d avenue.
17	Fronting 50 feet on Thirty-second avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do

Lot.	Description.
	BLOCK 855.—Bounded by Ship and A streets, and Thirty-second and Thirty-third avenues—24 lots, 50 by 100 feet.
1	Corner lot, 50 feet on Ship street; 100 feet on 32d avenue.
2	Fronting 50 feet on Ship street.
3	do do
4	Corner lot, 50 feet on Ship street; 100 feet on 33d avenue.
5	Fronting 50 feet on Thirty-third avenue.
6	do do do
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 33d avenue; 50 feet on A street.
14	Fronting 50 feet on A street.
15	do do
16	Corner lot, 50 feet on A street; 100 feet on 32d avenue.
17	Fronting 50 feet on Thirty-second avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do
	BLOCK 856.—Bounded by A and B streets, and Thirty-second and Thirty-third avenues—24 lots, 50 by 100 feet.
1	Corner lot, 50 feet on A street; 100 feet on 32d avenue.
2	Fronting 50 feet on A street.
3	do do
4	Corner lot, 50 feet on A street; 100 feet on 33d avenue.
5	Fronting 50 feet on Thirty-third avenue.
6	do do do
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 33d avenue; 50 feet on B street.
14	Fronting 50 feet on B street.
15	do do
16	Corner lot, 50 feet on B street; 100 feet on 32d avenue.
17	Fronting 50 feet on Thirty-second avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do

Lot.	Description.
	BLOCK 857.—Bounded by B and C streets, and Thirty-second and Thirty-third avenues—24 lots, 50 by 100 feet.
1	Corner lot, 50 feet on B street; 100 feet on 32d avenue.
2	Fronting 50 feet on B street.
3	do do
4	Corner lot, 50 feet on B street; 100 feet on 33d avenue.
5	Fronting 50 feet on Thirty-third avenue.
6	do do do
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 33d avenue; 50 feet on C street.
14	Fronting 50 feet on C street.
15	do do
16	Corner lot, 50 feet on C street; 100 feet on 32d avenue.
17	Fronting 50 feet on Thirty-second avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do
	BLOCK 858.—Bounded by C and D streets, and Thirty-second and Thirty-third avenues—24 lots, 50 by 100 feet.
1	Corner lot, 50 feet on C street; 100 feet on 32d avenue.
2	Fronting 50 feet on C street.
3	do do
4	Corner lot, 50 feet on C street; 100 feet on 33d avenue.
5	Fronting 50 feet on Thirty-third avenue.
6	do do do
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 33d avenue; 50 feet on D street.
14	Fronting 50 feet on D street.
15	do do
16	Corner lot, 50 feet on D street; 100 feet on 32d avenue.
17	Fronting 50 feet on Thirty-second avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do

Lot.	Description.
	BLOCK 859.—Bounded by D and E streets, and Thirty-second and Thirty-third avenues—24 lots, 50 by 100 feet.
1	Corner lot, 50 feet on D street; 100 feet on 32d avenue.
2	Fronting 50 feet on D street.
3	do do
4	Corner lot, 50 feet on D street; 100 feet on 33d avenue.
5	Fronting 50 feet on Thirty-third avenue.
6	do do do
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 33d avenue; 50 feet on E street.
14	Fronting 50 feet on E street.
15	do do
16	Corner lot, 50 feet on E street; 100 feet on 32d avenue.
17	Fronting 50 feet on Thirty-second avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do
	BLOCK 556.—Bounded by E and F streets, and Thirty-second and Thirty-third avenues—24 lots, 50 by 100 feet.
1	Corner lot, 50 feet on E street; 100 feet on 32d avenue.
2	Fronting 50 feet on E street.
3	do do
4	Corner lot, 50 feet on E street; 100 feet on 33d avenue.
5	Fronting 50 feet on Thirty-third avenue.
6	do do do
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 33d avenue; 50 feet on F street.
14	Fronting 50 feet on F street.
15	do do
16	Corner lot, 50 feet on F street; 100 feet on 32d avenue.
17	Fronting 50 feet on Thirty-second avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do

Lot.	Description.
	BLOCK 557 (Fractional).—Bounded by F street, Thirty-second and Thirty-third avenues and the shore line of San Francisco Bay —8 full lots, 50 by 100 feet each ; 2 fractional lots.
1	Corner lot, 50 feet on F street; 100 feet on 32d avenue.
2	Fronting 50 feet on F street.
3	do do
4	Corner lot, 50 feet on F street ; 100 feet on 33d avenue.
5	Fronting 50 feet on Thirty-third avenue.
6	do do do
23	Fronting 50 feet on Thirty-second avenue.
24	do do do
7	Fractional, fronting on Thirty-third avenue.
22	Fractional, fronting on Thirty-second avenue.

Lot.	Description.
	BLOCK 863 (Fractional).—Bounded by Dock and Ship streets, Thirty-third and Thirty-fourth avenues and the county boundary line—16 lots, 50 by 100 feet; 5 fractional lots.
8	Fronting 50 feet on Thirty-fourth avenue.
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 34th avenue; 50 feet on Ship street.
14	Fronting 50 feet on Ship street.
15	do do
16	Corner lot, 50 feet on Ship street; 100 feet on 33d avenue.
17	Fronting 50 feet on Thirty-third avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
1	Fractional, fronting on Dock street and 33d avenue.
2	Fractional, fronting on county boundary line.
6	do do do
7	do do do
24	Fractional, fronting on Thirty-third avenue.

Lot.	Description.
	BLOCK 862.—Bounded by Ship and A streets, and Thirty-third and Thirty-fourth avenues—24 lots, 50 by 100 feet.
1	Corner lot, 50 feet on Ship street; 100 feet on 33d avenue.
2	Fronting 50 feet on Ship street.
3	do do
4	Corner lot, 50 feet on Ship street; 100 feet on 34th avenue.
5	Fronting 50 feet on Thirty-fourth avenue.
6	do do do
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 34th avenue; 50 feet on A street.
14	Fronting 50 feet on A street.
15	do do
16	Corner lot, 50 feet on A street; 100 feet on 33d avenue.
17	Fronting 50 feet on Thirty-third avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do
	BLOCK 861.—Bounded by A and B streets, and Thirty-third and Thirty-fourth avenues—24 lots, 50 by 100 feet.
1	Corner lot, 50 feet on A street; 100 feet on 33d avenue.
2	Fronting 50 feet on A street.
3	do do
4	Corner lot, 50 feet on A street; 100 feet on 34th avenue.
5	Fronting 50 feet on Thirty-fourth avenue.
6	do do do
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 34th avenue; 50 feet on B street.
14	Fronting 50 feet on B street.
15	do do
16	Corner lot, 50 feet on B street; 100 feet on 33d avenue.
17	Fronting 50 feet on Thirty-third avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do

Lot.	Description.
	BLOCK 860.—Bounded by B and C streets, and Thirty-third and Thirty-fourth avenues—24 lots, 50 by 100 feet.
1	Corner lot, 50 feet on B street; 100 feet on 33d avenue.
2	Fronting 50 feet on B street.
3	do do
4	Corner lot, 50 feet on B street; 100 feet on 34th avenue.
5	Fronting 50 feet on Thirty-fourth avenue.
6	do do do
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 34th avenue; 50 feet on C street.
14	Fronting 50 feet on C street.
15	do do
16	Corner lot, 50 feet on C street; 100 feet on 33d avenue.
17	Fronting 50 feet on Thirty-third avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do
	BLOCK 576.—Bounded by C and D streets, and Thirty-third and Thirty-fourth avenues—24 lots, 50 by 100 feet.
1	Corner lot, 50 feet on C street; 100 feet on 33d avenue.
2	Fronting 50 feet on C street.
3	do do
4	Corner lot, 50 feet on C street; 100 feet on 34th avenue.
5	Fronting 50 feet on Thirty-fourth avenue.
6	do do do
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 34th avenue; 50 feet on D street.
14	Fronting 50 feet on D street.
15	do do
16	Corner lot, 50 feet on D street; 100 feet on 33d avenue.
17	Fronting 50 feet on Thirty-third avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do

Lot.	Description.
	BLOCK 575 (Fractional).—Bounded by D and E streets, and Thirty-third and Thirty-fourth avenues, and the shore line of San Francisco Bay—20 lots, 50 by 100 feet; 4 fractional lots.
1	Corner lot, 50 feet on D street; 100 feet on 33d avenue.
2	Fronting 50 feet on D street.
3	do do
4	Corner lot, 50 feet on D street; 100 feet on 34th avenue.
5	Fronting 50 feet on Thirty-fourth avenue.
6	do do do
7	do do do
11	do do do
12	do do do
14	Fronting 50 feet on E street.
15	do do
16	Corner lot, 50 feet on E street; 100 feet on 33d avenue.
17	Fronting 50 feet on Thirty-third avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do
8	Fractional, fronting on Thirty-fourth avenue.
9	Fractional, fronting on shore line of San Francisco Bay.
10	Fractional, fronting on Thirty-fourth avenue.
13	do do do
	BLOCK 574 (Fractional).—Bounded by E and F streets, and Thirty-third and Thirty-fourth avenues, and the shore line of San Francisco Bay—12 lots, 50 by 100 feet; 9 fractional lots.
1	Corner lot, 50 feet on E street; 100 feet on 33d avenue.
2	Fronting 50 feet on E street.
3	do do
16	Corner lot, 50 feet on F street; 100 feet on 33d avenue.
17	Fronting 50 feet on Thirty-third avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do
5	Fractional, fronting on the shore line of San Francisco Bay.
6	do do do
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
15	Fractional, fronting on F street.

Lot.	Description.
	BLOCK 573 (Fractional).—Bounded by F street and Thirty-third avenue, and shore line of San Francisco Bay—3 fractional lots.
1	Fractional, fronting on F street and 33d avenue.
2	Fractional, fronting on F street.
24	Fractional, fronting on Thirty-third avenue.
	BLOCK 864 (Fractional).—Bounded by Ship street and Thirty-fourth avenue, and the county boundary line—2 full lots and 3 fractional lots.
14	Fractional, fronting on county line.
15	Fronting 50 feet on Ship street.
16	Corner lot, 50 feet on Ship street; 100 feet on 34th avenue.
17	Fractional, fronting on Thirty-fourth avenue.
18	do do do
	BLOCK 865.—Bounded by Ship and A streets, and Thirty-fourth and Thirty-fifth avenues—24 lots, 50 by 100 feet.
1	Corner lot, 50 feet on Ship street; 100 feet on 34th avenue.
2	Fronting 50 feet on Ship street.
3	do do
4	Corner lot, 50 feet on Ship street; 100 feet on 35th avenue.
5	Fronting 50 feet on Thirty-fifth avenue.
6	do do do
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 35th avenue; 50 feet on A street.
14	Fronting 50 feet on A street.
15	do do
16	Corner lot, 50 feet on A street; 100 feet on 34th avenue.
17	Fronting 50 feet on Thirty-fourth avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do

Lot.	Description.
	BLOCK 866.—Bounded by A and B streets, and Thirty-fourth and Thirty-fifth avenues—24 lots, 50 by 100 feet.
1	Corner lot, 50 feet on A street; 100 feet on 34th avenue.
2	Fronting 50 feet on A street.
3	do do
4	Corner lot, 50 feet on A street; 100 feet on 35th avenue.
5	Fronting 50 feet on Thirty-fifth avenue.
6	do do do
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 35th avenue; 50 feet on B street.
14	Fronting 50 feet on B street.
15	do do
16	Corner lot, 50 feet on B street; 100 feet on 34th avenue.
17	Fronting 50 feet on Thirty-fourth avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do
	BLOCK 867.—Bounded by B and C streets, and Thirty-fourth and Thirty-fifth avenues—24 lots, 50 by 100 feet.
1	Corner lot, 50 feet on B street; 100 feet on 34th avenue.
2	Fronting 50 feet on B street.
3	do do
4	Corner lot, 50 feet on B street; 100 feet on 35th avenue.
5	Fronting 50 feet on Thirty-fifth avenue.
6	do do do
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 35th avenue; 50 feet on C street.
14	Fronting 50 feet on C street.
15	do do
16	Corner lot, 50 feet on C street; 100 feet on 34th avenue.
17	Fronting 50 feet on Thirty fourth avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do

Lot.	Description.
	BLOCK 577.—Bounded by C and D streets, and Thirty-fourth and Thirty-fifth avenues—24 lots, 50 by 100 feet.
1	Corner lot, 50 feet on C street; 100 feet on 34th avenue.
2	Fronting 50 feet on C street.
3	do do
4	Corner lot, 50 feet on C street; 100 feet on 35th avenue.
5	Fronting 50 feet on Thirty-fifth avenue.
6	do do do
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 35th avenue; 50 feet on D street.
14	Fronting 50 feet on D street.
15	do do
16	Corner lot, 50 feet on D street; 100 feet on 34th avenue.
17	Fronting 50 feet on Thirty-fourth avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do
	BLOCK 578 (Fractional).—Bounded by D street, Thirty-fourth and Thirty-fifth avenues, and the shore line of San Francisco Bay—1 full lot and 4 fractional lots.
1	Corner lot, 50 feet on D street; 100 feet on 34th avenue.
2	Fractional, fronting on D street.
3	do do
4	do do
24	Fractional, fronting on Thirty-fourth avenue.

Lot.	Description.
	BLOCK 870 (Fractional).—Bounded by A street, Thirty-fifth and Thirty-sixth avenues, and the county boundary line—11 full lots and 4 fractional lots.
9	Fractional, fronting on county line.
10	Fronting 50 feet on Thirty-sixth avenue.
11	do do do
12	do do do
13	Corner lot, 100 feet on 36th avenue; 50 feet on A street.
14	Fronting 50 feet on A street.
15	do do
16	Corner lot, 50 feet on A street; 100 feet on 35th avenue.
17	Fronting 50 feet on Thirty-fifth avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	Fractional, fronting on Thirty-fifth avenue.
23	do do do

Lot.	Description.
	BLOCK 869.—Bounded by A and B streets, and Thirty-fifth and Thirty-sixth avenues—24 lots, 50 by 100 feet.
1	Corner lot, 50 feet on A street; 100 feet on 35th avenue.
2	Fronting 50 feet on A street.
3	do do
4	Corner lot, 50 feet on A street; 100 feet on 36th avenue.
5	Fronting 50 feet on Thirty-sixth avenue.
6	do do do
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 36th avenue; 50 feet on B street.
14	Fronting 50 feet on B street.
15	do do
16	Corner lot, 50 feet on B street; 100 feet on 35th avenue.
17	Fronting 50 feet on Thirty-fifth avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do

Lot.	Description.
	BLOCK 868.—Bounded by B and C streets, and Thirty-fifth and Thirty-sixth avenues—24 lots, 50 by 100 feet.
1	Corner lot, 50 feet on B street; 100 feet on 35th avenue.
2	Fronting 50 feet on B street.
3	do do
4	Corner lot, 50 feet on B street; 100 feet on 36th avenue.
5	Fronting 50 feet on Thirty-sixth avenue.
6	do do do
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 36th avenue; 50 feet on C street.
14	Fronting 50 feet on C street.
15	do do
16	Corner lot, 50 feet on C street; 100 feet on 35th avenue.
17	Fronting 50 feet on Thirty-fifth avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do
	BLOCK 597.—Bounded by C and D streets, and Thirty-fifth and Thirty-sixth avenues—24 lots, 50 by 100 feet.
1	Corner lot, 50 feet on C street; 100 feet on 35th avenue.
2	Fronting 50 feet on C street.
3	do do
4	Corner lot, 50 feet on C street; 100 feet on 36th avenue.
5	Fronting 50 feet on Thirty-sixth avenue.
6	do do do
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 36th avenue; 50 feet on D street.
14	Fronting 50 feet on D street.
15	do do
16	Corner lot, 50 feet on D street; 100 feet on 35th avenue.
17	Fronting 50 feet on Thirty-fifth avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do

Lot.	Description.
	BLOCK 596 (Fractional).—Bounded by D street, Thirty-fifth and Thirty-sixth avenues, and the shore line of San Francisco Bay.
1	Fractional, fronting 50 feet on D street.
2	do do do
3	do do do
4	do do do
	BLOCK 871 (Fractional).—Bounded by A and B streets, Thirty-sixth and Thirty-seventh avenues—22 full lots; 2 fractional lots.
1	Corner lot, 50 feet on A street; 100 feet on 36th avenue.
2	Fronting 50 feet on A street.
5	Fronting 50 feet on Thirty-seventh avenue.
6	do do do
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 37th avenue; 50 feet on B street.
14	Fronting 50 feet on B street.
15	do do
16	Corner lot, 50 feet on B street; 100 feet on 36th avenue.
17	Fronting 50 feet on Thirty-sixth avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do
3	Fractional, fronting on A street.
4	Fractional, fronting on county boundary line.

Lot.	Description.
	BLOCK 872.—Bounded by B and C streets, and Thirty-sixth and Thirty-seventh avenues—24 lots, 50 by 100 feet.
1	Corner lot, 50 feet on B street; 100 feet on 36th avenue.
2	Fronting 50 feet on B street.
3	do do
4	Corner lot, 50 feet on B street; 100 feet on 37th avenue.
5	Fronting 50 feet on Thirty-seventh avenue.
6	do do do
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 37th avenue; 50 feet on C street.
14	Fronting 50 feet on C street.
15	do do
16	Corner lot, 50 feet on C street; 100 feet on 36th avenue.
17	Fronting 50 feet on Thirty-sixth avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do
	BLOCK 598.—Bounded by C and D streets, and Thirty-sixth and Thirty-seventh avenues—24 lots, 50 by 100 feet.
1	Corner lot, 50 feet on C street; 100 feet on 36th avenue.
2	Fronting 50 feet on C street.
3	do do
4	Corner lot, 50 feet on C street; 100 feet on 37th avenue.
5	Fronting 50 feet on Thirty-seventh avenue.
6	do do do
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 37th avenue; 50 feet on D street.
14	Fronting 50 feet on D street.
15	do do
16	Corner lot, 50 feet on D street; 100 feet on 36th avenue.
17	Fronting 50 feet on Thirty-sixth avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do

Lot.	Description.
	BLOCK 599 (Fractional).—Bounded by D street, Thirty-sixth and Thirty-seventh avenues and shore line of San Francisco Bay—4 lots, 50 by 100 feet; 2 fractional lots.
1	Corner lot, 50 feet on D street; 100 feet on 36th avenue.
2	Fronting 50 feet on D street.
3	do do
4	Corner lot, 50 feet on D street; 100 feet on 37th avenue.
5	Fractional, fronting on Thirty-seventh avenue.
24	Fractional, fronting on shore line of San Francisco Bay.
	BLOCK 874 (Fractional).—Bounded by B street, Thirty-seventh and Thirty-eighth avenues, and the county boundary line—7 full lots and 4 fractional lots.
13	Corner lot, 50 feet on B street; 100 feet on 38th avenue.
14	Fronting 50 feet on B street.
15	do do
16	Corner lot, 50 feet on B street; 100 feet on 37th avenue.
17	Fronting 50 feet on Thirty-seventh avenue.
18	do do do
19	do do do
11	Fractional, fronting on the county boundary line.
12	Fractional, fronting on Thirty-eighth avenue.
20	Fractional, fronting on Thirty-seventh avenue.
21	do do do
	BLOCK 873.—Bounded by B and C streets, and Thirty-seventh and Thirty-eighth avenues—24 lots, 50 by 100 feet.
1	Corner lot, 50 feet on B street; 100 feet on 37th avenue.
2	Fronting 50 feet on B street.
3	do do
4	Corner lot, 50 feet on B street; 100 feet on 38th avenue.
5	Fronting 50 feet on Thirty-eighth avenue.
6	do do do
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 38th avenue; 50 feet on C street.
14	Fronting 50 feet on C street.
15	do do
16	Fronting 50 feet on C street; 100 feet on 37th avenue.
17	Fronting 50 feet on Thirty-seventh avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do

Lot.	Description.
	BLOCK 616 —Bounded by C and D streets, and Thirty-seventh and Thirty-eighth avenues—24 lots, 50 by 100 feet.
1	Corner lot, 50 feet on C street; 100 feet on 37th avenue.
2	Fronting 50 feet on C street.
3	do do
4	Corner lot, 50 feet on C street; 100 feet on 38th avenue.
5	Fronting 50 feet on Thirty-eighth avenue.
6	do do do
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 38th avenue; 50 feet on D street.
14	Fronting 50 feet on D street.
15	do do
16	Corner lot, 50 feet on D street; 100 feet on 37th avenue.
17	Fronting 50 feet on Thirty-seventh avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do
	BLOCK 615 (Fractional).—Bounded by D street, Thirty-seventh and Thirty-eighth avenues and shore line of San Francisco Bay —7 lots, 50 by 100 feet; 2 fractional lots.
1	Corner lot, 50 feet on D street; 100 feet on 37th avenue.
2	Fronting 50 feet on D street.
3	do do
4	Corner lot, 50 feet on D street; 100 feet on 38th avenue.
5	Fronting 50 feet on Thirty-eighth avenue.
6	do do do
24	Fronting 50 feet on Thirty-seventh avenue.
7	Fractional, fronting on Thirty-eighth avenue.
23	Fractional, fronting on Thirty-seventh avenue.

Lot.	Description.
	BLOCK 875 (Fractional).—Bounded by B and C streets, Thirty-eighth and Thirty-ninth avenues and the county boundary line.
1	Corner lot, 50 feet on B street; 100 feet on 38th avenue.
7	Fronting 50 feet on Thirty-ninth avenue.
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 39th avenue; 50 feet on C street.
14	Fronting 50 feet on C street.
15	do do
16	Corner lot, 50 feet on C street; 100 feet on 38th avenue.
17	Fronting 50 feet on Thirty-eighth avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do
2	Fractional, fronting on B street and county boundary line.
6	Fractional, fronting on county boundary line.
	BLOCK 617.—Bounded by C and D streets, and Thirty-eighth and Thirty-ninth avenues—24 lots, 50 by 100 feet.
1	Corner lot, 50 feet on C street; 100 feet on 38th avenue.
2	Fronting 50 feet on C street.
3	do do
4	Corner lot, 50 feet on C street; 100 feet on 39th avenue.
5	Fronting 50 feet on Thirty-ninth avenue.
6	do do do
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 39th avenue; 50 feet on D street.
14	Fronting 50 feet on D street.
15	do do
16	Corner lot, 50 feet on D street; 100 feet on 38th avenue.
17	Fronting 50 feet on Thirty-eighth avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do

Lot.	Description.
	BLOCK 618 (Fractional).—Bounded by D street, Thirty-eighth and Thirty-ninth avenues, and the shore line of San Francisco Bay—9 full lots and 4 fractional lots.
1	Corner lot, 50 feet on D street; 100 feet on 38th avenue.
2	Fronting 50 feet on D street.
3	do do
4	Corner lot, 50 feet on D street; 100 feet on 39th avenue.
5	Fronting 50 feet on Thirty-ninth avenue.
6	do do do
7	do do do
23	Fronting 50 feet on Thirty-eighth avenue.
24	do do do
8	Fractional, fronting on Thirty-ninth avenue.
9	do do do
21	Fractional, fronting on shore line of San Francisco Bay.
22	Fractional, fronting on Thirty-eighth avenue.
	BLOCK 876 (Fractional.)—Bounded by C street and Thirty-ninth avenue, and the county boundary line—2 lots, 50 by 100 feet; 4 fractional lots.
15	Fronting 50 feet on C street.
16	Fronting 50 feet on C street; 100 feet on 39th avenue.
13	Fractional, fronting on C street.
14	do do
17	Fractional, fronting on Thirty-ninth avenue.
18	do do do
	BLOCK 877.—Bounded by C and D streets, and Thirty-ninth and Fortieth avenues—24 lots, 50 by 100 feet.
1	Corner lot, 50 feet on C street; 100 feet on 39th avenue.
2	Fronting 50 feet on C street.
3	do do
4	Corner lot, 50 feet on C street; 100 feet on 40th avenue.
5	Fronting 50 feet on Fortieth avenue.
6	do do do
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 40th avenue; 50 feet on D street.
14	Fronting 50 feet on D street.
15	do do
16	Corner lot, 50 feet on D street; 100 feet on 39th avenue.
17	Fronting 50 feet on Thirty-ninth avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do

Lot.	Description.
	BLOCK 878 (Fractional).—Bounded by D street, Thirty-ninth and Fortieth avenues, and the shore line of San Francisco Bay—18 lots 50 by 100 feet, and 5 fractional lots.
1	Corner lot, 50 feet on D street; 100 feet on 39th avenue.
2	Fronting 50 feet on D street.
3	do do
4	Corner lot, 50 feet on D street; 100 feet on 40th avenue.
5	Fronting 50 feet on Fortieth avenue.
6	do do do
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
19	Fronting 50 feet on Thirty-ninth avenue.
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do
13	Fractional, fronting on Fortieth avenue.
17	Fractional, fronting on shore line of San Francisco Bay.
18	Fractional, fronting on Thirty-ninth avenue.
	BLOCK 881 (Fractional).—Bounded by D street, Fortieth and Forty-first avenues, and the county boundary line—13 full lots and 3 fractional lots.
8	Fractional, fronting on county boundary line.
9	do do do
10	Fronting 50 feet on Forty-first avenue.
11	do do do
12	do do do
13	Corner lot, 100 feet on 41st avenue; 50 feet on D street.
14	Fronting 50 feet on D street.
15	do do
16	Corner lot, 50 feet on D street; 100 feet on 40th avenue.
17	Fronting 50 feet on Fortieth avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	Fractional, fronting on county boundary line.

Lot.	Description.
	BLOCK 880.—Bounded by D and E streets, and Fortieth and Forty-first avenues—24 lots, 50 by 100 feet.
1	Corner lot, 50 feet on D street; 100 feet on 40th avenue.
2	Fronting 50 feet on D street.
3	do do
4	Corner lot, 50 feet on D street; 100 feet on 41st avenue.
5	Fronting 50 feet on Forty-first avenue.
6	do do do
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 41st avenue; 50 feet on E street.
14	Fronting 50 feet on E street.
15	do do
16	Corner lot, 50 feet on E street; 100 feet on 40th avenue.
17	Fronting 50 feet on Fortieth avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do
	BLOCK 879 (Fractional).—Bounded by E street, Fortieth and Forty-first avenues, and the shore line of San Francisco Bay—4 lots, 50 by 100 feet; 5 fractional lots.
1	Fractional, fronting on E street.
2	Fronting 50 feet on E street.
3	do do
4	Corner lot, 50 feet on E street; 100 feet on 41st avenue.
5	Fronting 50 feet on Forty-first avenue.
6	Fractional, fronting 50 feet on Forty-first avenue.
7	do do do
8	do do do
24	Fractional, fronting on shore line of San Francisco Bay.

Lot.	Description.
	BLOCK 882 (Fractional).—Bounded by D and E streets, and Forty-first and Forty-second avenues, and the county boundary line—23 lots, 50 by 100 feet; 1 fractional lot.
1	Corner lot, 50 feet on D street; 100 feet on 41st avenue.
2	Fronting 50 feet on D street.
3	do do
4	Fractional, fronting on Forty-second avenue.
5	Fronting 50 feet on Forty-second avenue.
6	do do do
7	do do do
8	do do do
9	do do do
10	do do do
11	do do do
12	do do do
13	Corner lot, 100 feet on 42d avenue; 50 feet on E street.
14	Fronting 50 feet on E street.
15	do do
16	Corner lot, 50 feet on E street; 100 feet on 41st avenue.
17	Fronting 50 feet on Forty-first avenue.
18	do do do
19	do do do
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do
	BLOCK 883 (Fractional).—Bounded by E street, Forty-first and Forty-second avenues, and the shore line of San Francisco Bay—12 full lots and 2 fractional lots.
1	Corner lot, 50 feet on E street; 100 feet on 41st avenue.
2	Fronting 50 feet on E street.
3	do do
4	Corner lot, 50 feet on E street; 100 feet on 42d avenue.
5	Fronting 50 feet on Forty-second avenue.
6	do do do
7	do do do
8	do do do
9	Fractional, fronting on Forty-second avenue.
20	Fractional, fronting on Forty-first avenue.
21	Fronting 50 feet on Forty-first avenue.
22	do do do
23	do do do
24	do do do

Lot.	Description.
	BLOCK 886 (Fractional).—Bounded by E street, Forty-second and Forty-third avenues, and the county boundary line—11 lots.
11	Fractional, fronting on county line.
12	Fronting 50 feet on Forty-third avenue.
13	Corner lot, 100 feet on 43d avenue; 50 feet on E street.
14	Fronting 50 feet on E street.
15	do do
16	Corner lot, 50 feet on E street; 100 feet on 42d avenue.
17	Fronting 50 feet on Forty-second avenue.
18	do do do
19	do do do
20	do do do
21	Fractional, fronting on the county boundary line.
	BLOCK 885 (Fractional).—Bounded by E and F streets, Forty-second and Forty-third avenues, and the shore line of San Francisco Bay.
1	Corner lot, 50 feet on E street; 100 feet on 42d avenue.
2	Fronting 50 feet on F street.
3	do do
4	Corner lot, 50 feet on E street; 100 feet on 43d avenue.
5	Fronting 50 feet on Forty-third avenue.
6	do do do
7	do do do
8	do do do
9	do do do
10	Fractional, fronting 50 feet on Forty-third avenue.
11	do do do
12	do do do
13	Corner lot, 100 feet on 43d avenue; 50 feet on F street.
14	Fractional, fronting on F street.
19	do do
20	Fronting 50 feet on Forty-second avenue.
21	do do do
22	do do do
23	do do do
24	do do do
	BLOCK 884 (Fractional).—Bounded by F street and Forty-third avenue, and the shore line of San Francisco Bay.
3	Fractional, fronting on F street.
4	Corner lot, 50 feet on F street; 100 feet on 43d avenue.
5	Fractional, fronting on Forty-third avenue.
6	do do do
7	do do do

Lot.	Description.
	BLOCK 887 (Fractional).—Bounded by E and F streets, Forty-third and Forty-fourth avenues, and the county boundary liine.
1	Corner lot, 50 feet on E street; 100 feet on 43d avenue.
2	Fractional, fronting on E street.
3	Fractional, fronting on county boundary line.
5	do do do
6	Fractional, fronting on 44th avenue and county line.
7	Fronting 50 feet on Forty-fourth avenue.
8	do do do
9	do do do
10	do do do
11	Fractional, fronting 50 feet on Forty-fourth avenue.
12	Fractional, fronting on Forty-fourth avenue.
13	Corner lot, 100 feet on 44th avenue; 50 feet on F street.
14	Fronting 50 feet on F street.
15	do do
16	Corner lot, 50 feet on F street; 100 feet on 43d avenue.
17	Fractional, fronting on Forty-third avenue.
18	do do do
19	Fronting 50 feet on Forty-third avenue.
20	do do do
21	do do do
22	do do do
23	do do do
24	do do do
	BLOCK 888 (Fractional).—Bounded by F street, Forty-third and Forty-fourth avenues, and the shore line of San Francisco Bay.
1	Corner lot, 50 feet on F street; 100 feet on 43d avenue.
2	Fronting 50 feet on F street.
3	do do
4	Corner lot, 50 feet on F street; 100 feet on 44th avenue.
5	Fronting 50 feet on Forty-fourth avenue.
6	do do do
7	do do do
8	do do do
9	do do do
10	Fractional, fronting on Forty-fourth avenue.
19	Fractional, fronting on Forty-third avenue.
20	Fronting 50 feet on Forty-third avenue.
21	do do do
22	do do do
23	do do do
24	do do do

Lot.	Description.
	BLOCK 890 (Fractional).—Bounded by F street, Forty-fourth and Forty-fifth avenues, and the county boundary line.
12	Fractional, fronting on boundary line.
13	Corner lot (fractional), fronting 50 feet on F street.
14	Fronting 50 feet on F street.
15	do do
16	Corner lot, 50 feet on F street; 100 feet on 44th avenue.
17	Fronting 50 feet on Forty-fourth avenue.
18	do do do
19	Fractional, fronting on boundary line.
	BLOCK 889 (Fractional).—Bounded by F street, Forty-fourth and Forty-fifth avenues, and the shore line of San Francisco Bay.
1	Corner lot, 50 feet on F street; 100 feet on 44th avenue.
2	Fronting 50 feet on F street.
3	do do
4	Corner lot, 50 feet on F street; 100 feet on 45th avenue.
5	Fractional, fronting on Forty-fifth avenue.
6	do do do
7	do do do
20	Fractional, fronting on Forty-fourth avenue.
21	Fronting 50 feet on Forty-fourth avenue.
22	do do do
23	do do do
24	do do do

These blocks are laid out in conformity with the system of blocks adopted by the South San Francisco Homestead Association, the full blocks being six hundred feet in length by two hundred feet in width; and are situate in the area bounded on the north by the open canal and the south basin established by the Board of Tide Land Commissioners and the State Board, on the south by the southern boundary of the City and County of San Francisco, on the east by the water line front and on the west by the lands of the Bay View Homestead Association.

TERMS OF SALE.

Twenty-five per cent., in gold coin, payable, on the day of sale, to the Commissioners; and seventy-five per cent., payable in one, two and three years thereafter, to the State Treasurer at Sacramento, in like gold coin. The Commissioners will receipt to each purchaser for the amount of his payment of twenty-five per cent., stipulating that if, within one, two or three years thereafter, he pays the additional seventy-five per cent., together with legal interest, to the State Treasurer at Sacramento, he shall receive a deed from the State of California for the property purchased by him.

Upon a sale, and after the payment of the twenty-five per cent. provided in section six of the Act entitled an Act to survey and dispose of certain salt marsh and tide lands belonging to the State of California, approved March thirtieth, eighteen hundred and sixty-eight, the Commissioners, or a majority of the Board, shall sign and execute a deed of grant and release to the purchaser.

Such deed shall convey all the right, title and interest of the State of California in the premises, and shall be *prima facie* evidence of the regularity of all the preliminary proceedings and sale of the Commissioners, and shall also be *prima facie* evidence of title and right of possession in the grantee, his heirs and assigns, upon which actions for the recovery of real property or for injuries thereto may be maintained and defended in all the Courts of this State having jurisdiction thereof, which deed shall be forwarded by the Commissioners to the State Treasurer, who, upon the surrender to him of the Commissioners' receipt for the amount paid said Commissioners, and the payment to him of the additional seventy-five per cent., with legal interest, as hereinbefore provided by the Act, shall deliver the deed to the grantee; and in case of non-compliance with the provisions of the Act on the part of the purchaser, by non-payment of either or any instalment aforesaid, all the money paid by him shall be forfeited and the property considered as unsold by the State.

All sales subject to the approval of the State Board—such approval or disapproval to be made within sixty days after the report of said sales to the State Board. In case any of the sales are disapproved by the State Board, the twenty-five per cent. paid by the purchaser at said sale disapproved shall be returned to him; and the lot or lots so disapproved shall be subject to re-sale.

B. F. WASHINGTON,
H. P. COON,
L. L. BULLOCK,
Board of Tide Land Commissioners.

WM. S. BYRNE, Secretary.

WIDTH OF THE AVENUES AND STREETS.

AVENUES.

Twenty-third	80 feet	Thirty-fifth	80 feet
Twenty-fourth	"	Thirty-sixth	"
Twenty-fifth	"	Thirty-seventh	"
Twenty-sixth	"	Thirty-eighth	"
Twenty-seventh	"	Thirty-ninth	"
Twenty-eighth	"	Fortieth	"
Twenty-ninth	"	Forty-first	"
Thirtieth	"	Forty-second	"
Thirty-first	"	Forty-third	"
Thirty-second	"	Forty-fourth	"
Thirty-third	"	Forty-fifth	"
Thirty-fourth	"		

STREETS.

Pollock	64 feet	D	64 feet
Von Schmidt	"	E	"
Tevis	"	F	"
A	"	G	"
B	"	H	"
C	"	Water Front	150 feet

SIZE OF BLOCKS AND LOTS.

All full blocks are	200 by 600 feet
All full lots are	50 by 100 feet

The dimensions of the fractional blocks and lots will be announced on day of sale.

25,105

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AND

ABSTRACT OF TESTIMONY

BEFORE THE UNITED STATES SURVEYOR-GENERAL FOR THE
STATE OF CALIFORNIA.

In the Matter of Exceptions by Miguel de Pedrorena, heirs of Jose Antonio Aguirre, and others, to Survey filed of Pueblo Lands of San Diego.

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Miguel de Pedrorena, Senior, died in said city in March, 1850, and his widow, Maria Antonia Estudillo de Pedrorena, died there in 1851; their heirs are Miguel de Pedrorena and sisters, Victoria, Ysabel and Helena.

Doponent is one of the Board of Trustees of said city; has knowledge of the owners of property and its situation; verifies the designation of lots on Exhibits numbered 2 and 5, as belonging respectively to the Estates of Aguirre, Pedrorena and Gray, and being generally below the line of high water.

Excepts to the Survey filed herein—

"Because said Survey does not include said lands hereinbe-
"fore described, as the property of said minors, Miguel Aguirre,
"Jose Antonio Aguirre, and Martin G. Aguirre: which lands
"belong to them, in virtue of a grant of the former Pueblo
"(now City) of San Diego, of date March 18th, 1850, and as
"said heirs of said Jose Antonio Aguirre, deceased, and, so far
"as said lots lying at said 'La Playa' are concerned, under the
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Has lived in San Diego County, and most of the time in the Pueblo or City, since June, 1849: in that year Juan Maria Marron was Alcalde; Jose Antonio Estudillo was Prefect. In 1850 Joshua H. Bean was Alcalde.

Doponent was one of the original proprietors of "Middletown;" the consideration mentioned in the deed was fully paid into the town treasury.

A good and substantial wharf was built at "New San Diego."
"A large number of the lots in said 'New San Diego,' have
"been sold to individuals, and are now held by them, and the
"same as to 'Middletown;' the lots respectively, at the place

"known as 'La Playa,' are held by a great number of individuals."

SOLEDAD VALLEY.

"In the years 1849 and 1850, the place known as 'La Soledad' was always claimed and recognized by the authority and residents of the town of San Diego, as a portion of the 'Pueblo lands' of the Pueblo of San Diego; some of the people were accustomed to go out to the place to make their fields and gardens, staying there only during the planting season."

"La Soledad Valley is a little less than twelve miles, in a northern direction, from the public square of 'Old San Diego.'"

"Except the land immediately around 'Old San Diego,' and 'La Soledad,' there is very little land northward that is fit for cultivation."

LAS CHOLLAS VALLEY.

In the summer of 1850, H. C. Matsell had a field or garden at the place known as "Las Chollas," about six miles in a southeasterly direction from said "Old San Diego" public square; Matsell's cultivation was at or very near the mouth of the "Las Chollas Valley." The Pueblo authorities claimed "Las Chollas" as part of the Pueblo lands of San Diego.

THE MISSION VALLEY.

"The valley commonly called 'The Mission Valley,' runs from 'Old San Diego,' back, nearly east, up the river of San Diego; the town authorities always claimed the same up to a pond of water, which is a permanent watering place. The Mission lands were considered to commence about this point, and run thence eastward and northward. Deponent never heard this claim disputed, until within the last few months."

CITY SALES TO INDIVIDUALS.

"A vast number of sales of land, in lots from one hundred varas to the extent of one hundred and sixty acres, has been made, sometimes at public auction, and sometimes at private sale. either under the Alcalde's authority, or City Ordinances, by the successive authorities of the town and city, since the years 1849 and 1850; some of said sales covering the tract of 'Las Chollas' aforesaid, and the intermediate bench land, as well as upon 'False Bay,' and in and around 'La Playa;' also sales of tracts in the valley known as 'Cañada de las Lleguas,' and in 'San Buenaventura' and 'La Soledad;' and upon many of these tracts valuable improvements have been made by the purchasers."

Deponent, on the 13th of June, 1850, was Judge of the First Judicial District. Said Jose Antonio Estudillo continued in the office of Prefect of the District of San Diego until the qualification of the County Judge of said county, after the April election of 1850.

Q—Affidavit of Jose Maria Estudillo............................ 72

Is in his 38th year; was born in the Pueblo of San Diego; his father was Jose Antonio Estudillo, who died there in 1852. Proves Exhibit A, and handwriting of the original, as well as Exhibit A² (consent of the Prefect to the grant of 'New San Diego'). Proves handwriting of the Prefect, of Juan Ma. Marron, Alcalde; Thomas W. Sutherland, Alcalde; of Capt. H. D. Fitch. Proves handwriting of Governor Juan Bautista Alvarado, in Exhibit T, as well as handwriting of Exhibits U, V, W, X.

Santiago Arguello, grantee of the Mission lands of San Diego, died in 1862.

Deponent is one of the original proprietors of 'Middletown.'

The authority of the Alcalde of the Pueblo of San Diego continued in exercise until the qualification of the Mayor and Common Council, June 17th, 1850.

R—Affidavit of Jose Antonio Serrano............................ 76

"Resides about three miles from the northeastern lines of the City of San Diego; is well acquainted with the place within said lines, called La Soledad Valley; it is about twelve miles northward from the public square of 'Old San Diego.'"

"Before the war between the United States and Mexico, the inhabitants of the Pueblo of San Diego were accustomed to make their farms in said valley, it having running water sufficient for corn, beans and other crops; they lived in town, but in April and May went out to La Soledad, in order to plant, returning after the harvest; they did not build there permanent houses, using it only for their fields, there being no other land within the Pueblo so suitable for farming."

"The other valleys of 'Las Chollas,' 'Mission Valley,' 'Tu- " calote,' 'Cañada de las Lleguas' and 'San Buenaventura,' " were dry always in Summer."

"The Soledad was almost the entire dependence for crops " of the inhabitants, and it was always respected by the authorities, as belonging to the Pueblo of San Diego. Deponent " remembers when an endeavor was made by Francisco Alvarado, to obtain a grant of it from the Government of the " Territory; the people of the town all assembled at the office " of the Alcalde, who, deponent thinks, was then Juan Maria " Osuna; a representation was then made against granting said " valley, and it was rejected by the Governor."

La Posa.

"The pond known as 'Posa,' a permanent watering place, " in the valley of the Mission, was looked upon as for the common use of both the Pueblo and the Mission; this was by virtue of an agreement made between the Alcalde of the Pueblo and the Padre of the Mission; the line between both " tracts was in the neighborhood of the 'Posa.'"

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Las Chollas.

"Deponent came to live in said City of San Diego in the month of May, A.D. 1850; knows the place called 'Las Chollas,' claimed to be within said city. About June of that year, H. C. Matsell and —— Sweeny (as deponent understood) were cultivating a piece of ground about at the mouth of 'Las Chollas' Valley; they had grain in, and machinery for getting out grain; they had a house there; afterwards, deponent ascertained they held this place under a lease from the authorities of the Pueblo. Since, and particularly during the past two years, the City of San Diego has sold to numerous individuals, generally in forty acre tracts, nearly the whole of said valley, and valuable improvements have been made thereon. This valley is about six miles in a southeasterly direction from said public square."

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[SEAL] The Secretary's office of this Government not having any information of a legal grant of the land of La Soledad to the citizen Francisco Ma. Alvarado, you will cause it to remain with the character of ejidos belonging to the community of your population, thus notifying the party interested. God and Liberty. Monterey, Febo. 22, 1839. ALVARADO.

To the Justice of the Peace of the Pueblo of San Diego.

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REPORT.

"San Diego, December 7, 1843. The place mentioned is vacant, and belongs to this community, since there, in abundance of rains, the citizens make their crops, and formerly the horses of the cavalry company were pastured. Therefore, in view of the foregoing, the superior authority will decree as it may judge proper. JOSE A. GONGORA."

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The U. S. Government claims blocks 31 and 39, in 'New San Diego;' and on block 31 has a large building known as the Quartermaster's storehouse, as well as improvements on block 39... 107

The Water Front of 'La Playa,' as shown by Couts' official map. Exhibit 5, is in length about one mile and one-fourth, for about half of which distance its width is one hundred and fifty feet, or thereabouts; through the rest of the length of the same, it was surveyed into blocks, in several instances said blocks extending five hundred feet into the bay. This is the case with blocks 60, 61 and 62.............................. 107

The eastern line of the Pueblo, as surveyed by Hays and Fitch is, with very slight variation, the same.............. 109

La Posa.

" It is a few yards south of San Diego river, and just inside
" or west of the eastern line of the Pueblo of San Diego, as run
" by Hays, and about four miles east of the public square of
" 'Old Town,' San Diego (very little north of east). It is marked
" with the letter P, in Exhibit No. 6, just at the intersection of
" the San Diego river and the line of Hays' survey, about two
" miles from the old Mission buildings. It is a pond of water,
" about one hundred yards in length, and from twenty to
" thirty yards in width; it is fresh water, to which the stock of
" the neighborhood resort. I have never seen it dry....109 110

Exhibits from 1 to 7—Maps, accompanying affidavit of James Pascoe.

Exhibit No. 8—Instructions of U. S. Surveyor-General of California, for the survey of 'Mission San Diego,' February 3d, 1869 115

No. 9—Copy of grant of 'Mission San Diego'............ 119

No. 10—Affidavit of John C. Stuart........................ 125

Resided in San Diego since the year 1838.

✓ La Soledad.

" The inhabitants of this Pueblo were in the habit of planting in the Valley of La Soledad; it was kept for their common use, and considered as belonging to this Pueblo; no particular allotments were made, from year to year to any individuals; it was regulated by prior possession, so that the man who had made a field there in any one year, had the privilege of the same the next year; this rule was respected by all.

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No. 16—Order of District Court for Survey of ‘Middletown’ 145

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Proves signature of Gov. Alvarado to Exhibit T² in regard to ‘La Soledad.’

Las Chollas.

The rancho ‘De la Nacion’ was formerly used by the Spanish and Mexican Governments for military purposes; hence was called ‘Nacional;’ it never was a Mission ranch. At the Pueblo of San Diego was the Presidio, which always required a large number of horses,—in fact, horses were bred on this rancho by the Government; never heard of any claim on the part of the priests of the Mission, in the locality of ‘Las Chollas;’ the boundaries of the Pueblo of San Diego were adjoining the rancho ‘De la Nacion.’

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No. 23—Deed of Wharf Tract in New San Diego 166

EXCEPTIONS.

To the Hon. Sherman Day, *Surveyor-General of the United States for the State of California.*

Exceptions to the survey of John C. Hays of the Pueblo, or City Lands of the City of San Diego, in said State, made July, 1858.

Miguel de Pedrorena, José G. Estudillo, guardian of the minor heirs of José Antonio Aguirre, Rosario E. de Ferrer, Benjamin Hayes, administrator of the estate of Andrew B. Gray, José Maria Estudillo, Alexander R. Baldwin, administrator of the estate of Thomas W. Sutherland, George F. Hooper, William H. Davis, Samuel P. Heintzelman, Charles A. Wetmore, and José Machado, guardian of Rosa Soto, except to said survey, and ask that the same may be corrected, on the following grounds:

1. That said survey does not include the tide lands of the Bay of San Diego, confirmed to said city by the United States Land Commissioners, which decree has been made final by the action of the United States Government in dismissing the appeal.

2. Said survey does not follow said decree

of confirmation by including all the lands within the Bay.

3. Said decree of confirmation, confirms to the city all the tide lands of the Bay of San Diego, which are embraced in the judicial survey of the city of 1845, approved by the Governor of California, and the map of the same, made part of the decree of the United States Land Commission, to designate the boundary of the Pueblo lands, portions of which land have been purchased of the city by the said contestants, or their vendors, ancestors, or parties whom they represent, which purchases were made for valuable considerations, and are held under conveyances made according to law, and valid, as will appear from the evidence hereunto attached.

4. Because said survey excludes portions of lands confirmed to and occupied by said city, and granted by said city to said contestants, in front of New San Diego, Middletown and La Playa, to deep water and ship-channel, as will appear by the maps and evidence hereunto attached as part of this exception.

VOLNEY E. HOWARD,
BENJ. HAYES,
Att'ys for Contestants.

CALIFORNIA

BRIEF.

It appears from the evidence and history of the case, that the Presidio of San Diego was founded in May, 1769, and declared to be a Pueblo in 1835. That a judicial survey of the Pueblo lands was made by the Sub-Prefect and Alcalde of San Diego in 1845, which survey was approved by the Governor of California in the same year, a map of which was made at the time.

On the 14th Feb., 1853, the city authorities presented the claim to the United States Land Commission, and the claim was confirmed on the 8th of June, 1857, for the quantity of land embraced in the map of the juridical possession, which is made part of the decree for the purpose of description without mentioning quantity. The map shows well known natural objects and embraces the entire Bay of San Diego from Point Loma running in an eastern direction to the place called the "Chollas" on the bay.

In 1849 and 1850 the Pueblo and city authorities, for a valuable consideration, conveyed to various parties now contesting, by competent mesne conveyances, certain portions of said tide lands, in many instances reaching to ship-channel, all of which will more fully appear by the exhibits and evidence herewith filed.

It also appears from the evidence, that the United States government holds a military depot and water front extending to ship-channel, under grants derived from the city, as well as a tract of about nine hundred acres between the Playa and Point Loma, for military and naval purposes, under direct grant from the city, and the land thus granted to the United States and extending to deep water is excluded from the survey.

The description in the decree of confirmation is:

"The land of which confirmation is made is situated in the County of San Diego, and is known as the Pueblo or town lands of San Diego, and is bounded as delineated on the map filed in this case, and marked Exhibit A, G, L, B, to the deposition of Santiago Arguello, to which map reference is hereby made for a more particular description."

Arguello states: "The persons whom I have mentioned, under the supervision of the Alcalde are the ones that run out the boundaries of the lands of the Pueblo. It was resolved in that assembly (Ayuntamiento) that Captain Fitch should draw the map, and he accordingly did it and presented it to me as Prefect." "I approved it, and left it in the archives of the Jusgado of San Diego, with the act drawn up and all the other papers." "It (the map) is the original plan made by Captain Fitch, and I know it is his handwriting, having had many communications from him. The paper is the same that Captain Fitch generally used ; the lines on the map truly represent the boundary of the Pueblo lands."

1. The survey does not follow the decree of confirmation in this. The Land Commission, in their decree, confirmed to the City of San Diego all the land embraced in the map founded on the juridical possession of 1845, which was approved by the Governor, as appears by the proof in the case, which map for purposes of description is made part of the decree. The map and decree embrace all the waters of the bay to the ocean. It is well settled, that the boundaries in the map are as much a part of the description as though specially recited in the grant or decree of confirmation.

Ferris vs. Coover, 10 California,
United States vs. Sutter, 21 Howard,
 U. S. Reps.
Seaward vs. Malotte, 15 Cal. 304.

2. It will not be questioned, that the Spanish and Mexican governments could grant land below

high water mark and covered by the ocean, subject to the right of navigation in the public.

Teschemaker vs. Thompson, 18 Cal. p. 12.
Ward vs. Mulford, 32 Cal. 366.

3. The title to the pueblo, presidio, or city, vested under the Spanish law and rule. The Presidio of San Diego was founded in May, 1769. Jones' Report. The limits of pueblos under the Spanish law was four leagues. It has been claimed, that the extent of the presidios under the decree of the Intendant-General of 1791, as to presidios, was eight leagues, and the Commission took evidence to that effect in this case. It is unnecessary to discuss that question, as the land excluded from the survey is within the four leagues.

Welch vs. Sullivan, 8 Cal. 191,
Hart vs. Burnett, 15 Cal.

4. The title of pueblos or towns in Spanish America to municipal lands was vested by the decree of the Spanish monarch of 1523 and 1528.

Welch vs. Sullivan, 8 Cal. 190,
Hart vs. Burnett, 15 Cal.,
Townsend vs. Greely, 5th Wallace, 326.

It was vested by a legislative decree under a general law when the monarch was in the possession of all legislative powers, especially as to the Indies, and was, therefore, a legislative grant of higher dignity than a patent, as soon as segregation was had by the survey of 1845 to fix the limits. Grignon vs. Astor, 2 Howard, U. S. Reps. 319, 344, where it is held, that a legislative grant passes the fee. From the date of the survey of 1845 it became a perfect title. It is well settled that title may pass by a general law as well as by special grant.

Beard vs. Ferredy, 3 Wallace, 489.

As the title vested under the Spanish law, no approval of the Departmental Assembly was necessary to a perfect title. The survey was the only act required, which was had under the Mexican government in 1845.

Van Winkle vs. Mahoney, 21 Cal. 578.

The case of Steinback vs. Moore, 30 Cal. 505, recognizes the principle, that a Pueblo grant of which juridical possession had been given was a perfect title at the time of the change of flags. Such is the doctrine of the case of United States vs. Pico, 5 Wallace, 540; Hart vs. Burnett, 15 Cal. 542, 561.

This may not be important in its bearing upon the case, for, if the title were merely inchoate, the city would still be entitled to a survey, according to the confirmation. It is only stated as showing a want of power in the surveying department to exclude the tide land from the survey.

It has been repeatedly held by the Supreme Court of the United States, that perfect titles are protected by treaty and the laws of nations and need not be presented for confirmation. They are executed grants and contracts.

United States vs. Wiggins, 14 Pet. 349.

5. If it were true that the survey could be reduced to four leagues, still the grant and sale of the tide lands by the city in 1849 and 1850 are shown to have been among the earliest grants of the city, and must be included in the survey, as both the courts and the department hold, that grantees have no right to exclude by election lands which they have sold, and are bound to protect their vendees, according to the dates of their sales, in any selection to be made. The survey of 1845 and the decree of the Commission settled the exterior limits of the city grant, and, if it were the ordinary case of a grant for a certain quantity within larger exterior limits, still the city would have a right to select the given quantity, and has selected the tide lands by the sales of 1849 and 1850. We do not understand, that the city authorities propose to do otherwise, and could not under the law of the case. A sale was a selection which estopped the city.

Riley vs. Heisch, 18 Cal. 198,
Van Winkle vs. Mahoney, 21 Cal. 553,
United States vs. Armijo, 5 Wallace, 448.

In the United States vs. Pacheco, 2 Wallace, 590, the Supreme Court of the United States say: "The parcels occupied for a residence, or disposed of, are treated as selections already made from which parties cannot recede."

6. If there was any doubt of the right of the Spanish and Mexican Governments to grant lands covered by the ocean, that doubt is settled by the final decree which is the law of the case, and confirms the tide land to the city to the extent of the map. It is conclusive as to all rights accruing subsequently to the change of flags, including the State right to the tide lands.

Teschemaker vs. Thompson, 18 Cal.

Whether that decision was erroneous or not, it cannot be questioned now.

Beard vs. Ferreday, 3 Wallace, 489.

It is conclusive upon the government and all younger equities, those of the city dating back to 1769 by relation.

Landes vs. Branett, 10 How. U. S. R. 348,
Smith vs. Athern, 34, Cal. 506,
Merrill vs. Chapman, 34 Cal. 253,
Ward vs. Mulford, 32 Cal. 368.

In the last case it was held: "If the United States has confirmed the title to land in this State acquired from Mexico during Mexican rule, and which the State would otherwise have owned by virtue of its sovereignty, the State has no power to dispose of the same." It is sufficient that the Land Commissioners held, that the Spanish or Mexican Government could grant tide lands.

7. Most of the tide lands excluded from the survey by the United States Deputy Surveyor are within a league of the public square, but if it were otherwise, as they are within the Mexican survey of 1845 and the decree of confirmation, they cannot be excluded. It is a mere question of re-survey, so far as the Government of the United States is concerned. It has no more power to alter the lines of a final Mexican survey under the treaty with Mexico, than it would have to annul a perfect title, which, under the decision, need not be presented to the Commission for confirmation.

Minturn vs. Brower, 24 Cal. 644.

A water line established by the Spanish or Mexican Government cannot be disturbed on the ground that it includes more land than their laws allowed. Such a rule would subject any title in the country to re-adjudication. The boundary is as fully protected by the treaty as the grant itself, without which there could be no grant. The confirmation in this case, the decree being final, is as operative as to the segregation of the lands as a decree of the Supreme Court of the United States.

Mahoney vs. Winkle et al. 33 Cal. 448.

It can admit of no doubt, that such is the effect of a water line established by juridical survey. United States vs. Pico. 5 Wallace, 538. Such a survey is controlling upon the officers of this government, and must be followed. In Graham vs. United States, 4th Wallace, p. 260, it was held: "The record of a proceeding of this nature (juridical survey) must necessarily control the action of the officers of the United States in surveying land claimed under a confirmed grant." Certainly such must be the case when that survey is made a part of the decree of confirmation for all purposes of boundary.

In the case of United States vs. Sepulveda, 1 Wallace 107, the Supreme Court of the United States held that: "Where grants were by metes and bounds, or where proceedings before Mexican authorities, such as took place upon a juridical delivery of possession, had established the boundaries, or where, from any other source pending the proceedings for a confirmation, the boundaries were indicated, it was proper for the Board to declare them in its decrees. And such was the course adopted in numerous cases." In the United States vs. Pico, 5 Wallace, p. 539, the Court hold of juridical possession: "Were there any doubt of the intention of the Governor to cede all the lands contained within the boundaries designated by him, it would be removed by the juridical possession delivered to the grantees. This proceeding involved an ascertainment and settlement of the boundaries of the land granted by the appropriate officers of the government, specially designated for the purpose, and has all the force and efficacy of a judicial determination. It bound the former government, and is equally binding upon the officers of our government."

In commenting on the case of United States against De Aguirre, 1 Wallace, the Court say of that decision: "In other words, the case decided, that the juridical possession was conclusive as to the boundaries and extent of the lands granted," 5 Wallace, p. 540. To the same effect is Graham vs. United States, 4 Wallace, 259.

The tide lands being described in the map which is made part of the decree of the Commission for the purpose of description, are, under the authorities already cited, as much a part of it as though mentioned by particular blocks and lots, and conclusive as to the rights of the city and its vendees. In Natoma vs. Clarkin, 14 Cal. 550, the Court say: "The decree of the Commission, rendered final by the withdrawal, on the part of the United States, of any appeal therefrom, is not only conclusive evidence of the validity of such grant, and of its recognition by the United States, but also of the location of the specific quantity granted. Against its effect, neither the government or any parties claiming under the government, could ever assert any rights." "A patent from the United States could have no greater effect upon the title."

It has also been held by the Supreme Court of the United States, that, when the decree of confirmation gives the boundaries, they must prevail as the law of the case. Higueras vs. United States, 5 Wallace, 834. In that case, it was said, that all the matters of boundary were concluded by the decree of the Commission, which had become final.

In United States vs. Billings, 2 Wallace, 448, the Court say: "In the case of the United States vs. Halleck, it is said, the decree is a finality, not only as to the question of title, but as to the boundaries which it specifies. If erroneous in either particular, the remedy was by appeal, but, the appeal having been withdrawn by the government, the question of its correctness is forever closed."

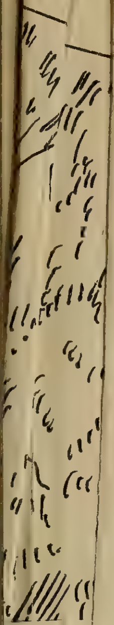
In that case it was decided, that when the decree of confirmation "gives the boundaries of the tract of which the claim is confirmed, the survey of the tract, made by the Surveyor-General of California must conform to the lines designated in the decree." 1 Wallace 439.

Independent, therefore, of the effect of the juridical survey of 1845, the decree of the Commission adopting the map as descriptive of the boundary is conclusive of the question, that the lands covered by the waters of the bay are within the confirmation to the city, and of lands which the former government might grant. It is to be remarked, that the Spanish decrees conceding to Pueblos certain lands within a given distance from the public square includes lands covered by the ocean, as well as all others. There are no words of exclusion.

We do not discuss the question as to whether the grant should extend one or two leagues from a common centre ; nor the effect of a government grant by a former government within the exterior Pueblo limits. We are content to show, that, in any view of the case, the vendees of the city whom we represent cannot be excluded from the government survey.

VOLNEY E. HOWARD,
BENJ. HAYES.
Att'ys for Contestants.

face p. 24x



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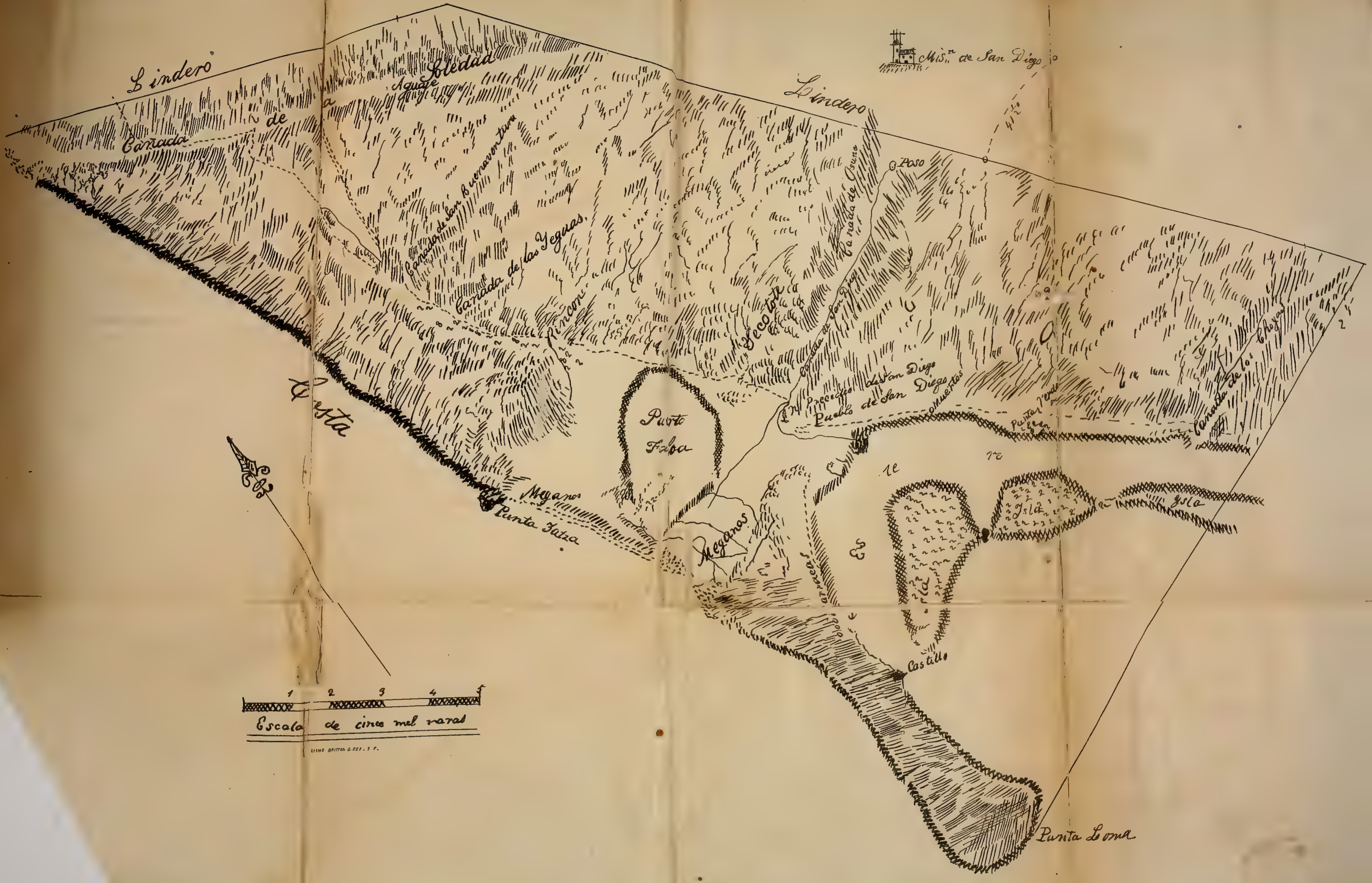
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Cañada de las Yeguas
Rincon
Secotata
Cañada de San Diego
Presidio de San Diego
Pueblo de San Diego
Muertos
Puntas Verdes
Cañada de los Choyas
Costa
Puerto Falso
Meganos
Punta Zatza
Meganos
arracas
Isla
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Castillo
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1 2 3 4 5
Escala de cinco mel varas

LITHO BRITTON & REY, S. F.

OFFICE OF THE SURVEYOR-GENERAL
of the United States, for California.

I, Sherman Day, Surveyor-General of the United States for the State of California, and as such, having in my office, and in my charge and custody, a portion of the archives of the former Spanish and Mexican territory, or Department of Upper California, as also the papers of the late Board of Commissioners to ascertain and settle the private land claims in California; by virtue of the power vested in me by law, do hereby certify that the preceding and hereunto annexed page of tracing paper, exhibits a true, full and correct copy of the original Map of the Pueblo of San Diego, as the same is on file in my office.

In testimony whereof, I have hereunto signed my name officially, and caused my seal of office to be affixed, at the city of San Francisco, this 12th day of May, 1869.

SHERMAN DAY,
U. S. Surveyor-General for California.

Deposition of Santiago Arguello.

OFFICE OF THE COMMISSIONERS,
G. THOMPSON BURREL, of Los Angeles, Cal. }

Before me, G. Thompson Burrel, Commissioner, duly qualified for the taking of testimony, to be used before the Board of Commissioners, to ascertain and settle the private land claims in the State of California, personally appeared Santiago Arguello, a witness in behalf of the Trustees of the City of San Diego claimants, for the lands named, lands of the Pueblo of San Diego, numbered on the docket of the said Board, with No. 589, who, upon oath, declareth and saith as follows :

Questions asked by Counsel for Claimants.

Question No. 1. What is your name, age and place of residence ?

Answer. My name is Santiago Arguello; I am sixty-three years of age, and I reside eighteen miles south of San Diego.

Question No. 2. What official station or office have you filled in California, and for what length of time ?

Answer. First, I was Military Commandant in San Diego; I was Supplementary Member to the Mexican Congress; I was Prefect of the District of Los Angeles; I was a Member of the Departmental Assembly when it was a Territory, and also when it was a State. In the year 1845 I was Sub-Prefect of San Diego; from the year 1826 or 1827, I was Military Commandant in San Diego; I was Sub-Prefect in San Diego during a part of the years 1845 and 1846.

Question No. 3. State what you may know about the organization of civil authorities at the Pueblo of San Diego, and the appointment of the First Alcaldes?

Answer. Being Military Commandant of San Diego, my military jurisdiction extended to San Gabriel; as I could not attend to the civil and military, which fact being made known to the Governor, he sent an order to me to take the census of the people, to see if the population was sufficient, according to the Constitution, to form San Diego into a Pueblo; and accordingly San Diego was made a Pueblo, and the first Alcalde was appointed on the 1st day of January, 1835; I was installing him by giving him his staff of office, and who was Juan Osuna.

Question No. 4. Is Juan Osuna now alive or dead?

Answer. He is dead.

Question No. 5. Was, or not, the boundary of the Pueblo lands run out; if so, when and by whom, and by what authority?

Answer. Yes. they were; I being Sub-Prefect in 1845, gave orders to the Alcalde, that in conformity to law, to call a meeting and draw up the Act, I being the President, in order that the boundary line should be established.

Question No. 6. State the name and rank of the officers of the Pueblo that performed the aforesaid duty, and the names of the private citizens that aided therein ?

Answer. The first and second Alcalde, Francisco Javier Alvarado first, and Ramon Arguello second Alcalde, myself being President and Prefect; the citizens were Captain Fitch, a nautical man; Captain Snooks; José Antonio Estudillo, and Juan Osuna, all of whom are dead; there were also other citizens present as spectators.

Question No. 7. Who acted as surveyor in running out the boundary line, and was there a map made; if so, by whom ?

Answer. The persons whom I have mentioned, under the supervision of the Alcalde, are the ones that run out the boundaries of the lands of the Pueblo. It was resolved in that assembly, that Captain Fitch should draw the map, and he accordingly did it, and presented it to me as Prefect.

Question No. 8. Did you, or did you not, approve the map as presented ?

Answer. I approved it, and left it in the Archives of the Juzgado of San Diego, with the Act drawn up, and all the other papers.

Question No. 9. You are here shown Exhibit A, G and B, and asked if the same is the original above referred to?

Answer. It is the original plan made by Captain Fitch, and I know it is his handwriting, having had many communications from him; the paper is the same that Captain Fitch generally used; the lines on the map truly represent the boundary of the Pueblo lands.

Question No. 10. State what natural landmarks of notoriety there were on the lines of the aforesaid Pueblo lands?

(This question was withdrawn by claimants' attorney).

Question No. 11. What quantity of land was the Pueblo of San Diego entitled to, and from whence did they derive their title to said land?

Answer. Two leagues, north, south, east and west, which made eight sitios gañado mayor, commencing from the centre of the plaza; they received their right by law, which is of ancient date, and prescribed the same proceedings as pursued by the Assembly that I convoked; should the centre of starting point in the Pueblo lands be near the sea shore, then the land required to make out the necessary complement, is added from the opposite sides, in equal proportions.

Question No. 12. State what you know of the destruction of the archives at the time of the occupation of the American troops?

Answer. I do not know; I was in Los Angeles.

Questions asked by C. E. Thom, Acting Law Agent.

Question No. 1. Did you see the lands of the Pueblo of San Diego measured?

Answer. I did not.

Question No. 2. Were there, or not, any land marks placed on the lines at the time of the survey?

Answer. There were not; there were natural marks on the land itself.

Question No. 3. Describe each land mark, and name the line upon which the same was found?

Answer. North from San Diego to the Soledad; south the Choyas, or watering place; west the point of the hill; east the well of the Mission of San Diego. These points were designated by myself previous to the survey. I have known them since the year 1818. The two first points were included within the lines.

Question No. 4. Did Captain Fitch in his communications to you, use the same handwriting as that which appears in Exhibit A, G and B?

Answer. He did.

S. ARGUELLO.

Sworn to and subscribed before me, this 5th day of July. A. D. 1854.

G. THOMPSON BURREL. Comm'r.

I hereby certify that C. E. Thom was present at the time that this foregoing testimony was taken, acting for, on behalf of, and by the authority of J. K. McKune, Esq., U. S. Law Agent.

Los Angeles, July 5th, 1854.

G. THOMPSON BURREL, Comm'r.

(Endorsed.) No. 589. Prest. Trus'es of the City of San Diego. Pueblo lands of San Diego. Deposition of Santiago Arguello, taken before G. Thompson Burrill. Filed in office, July 21st, 1854. Geo. Fisher, Secy. A. P. L. exhibited to depo. of José Mateo Moreno, Sept. 8, 1854. Recorded in Ev. B. vol. 5, p. 197. Ex. H & G. Geo. Fisher, Secretary.

OFFICE OF THE SURVEYOR-GENERAL
of the United States, for California.

I, Sherman Day, Surveyor-General of the United States for the State of California, and as such, having in my office, and in my charge and custody a portion of the archives of the former Spanish and Mexican territory, or Department of Upper California, as also the papers of the late

Board of Commissioners to ascertain and settle the private land claims in California; by virtue of the power vested in me by law, do hereby certify that the 5 preceding and hereunto annexed pages numbered from one to 5 inclusive, exhibit a true, full and correct copy of the deposition of Santiago Arguello, as the same is on file in case No. 589, on the docket of the late Board of Land Commissioners, together with the endorsement thereon.

In testimony whereof I have hereunto signed my name officially, and caused my seal of office to be affixed, at the city of San Francisco, this 12th day of May, 1869.

SHERMAN DAY.
U. S. Surveyor-General for California.

Deposition of José Matias Moreno.

United States of America, } ss.
State of California, }

San Francisco, Sept. 8, 1854.

This day came before Peter Lott, Commissioner for taking testimony to be used before the Board of U. S. Land Commissioners, in said State, José Matias Moreno, a witness on behalf of claimant in case No. 589, on the docket of said Board President and Trustees of the City of San Diego claimants. And said witness being sworn, deposed in Spanish, which is interpreted by the interpreter to said Board, as follows:

The U. S. Associate Law Agent is present.

Questions by Judge Sutherland for Claimants.

1st Question. What is your name, age and residence?

Answer. My name is José Matias Moreno; my age 36 years; my residence San Diego county, California.

2d Question. What office, if any, did you hold in California in 1846?

Answer. I was Secretary of the State Government of the Department.

3d. Question. State how long you have lived in San Diego, and what you know of the boundaries of the Pueblo lands of said town, and your means of such knowledge?

Answer. I have known the town of San Diego ever since June, 1843, and have lived there most of the time since that period, in 1843; I learned some of the boundaries mentioned by travelling over them, and by information of the old inhabitants. In 1845, there was a map of said Pueblo made by order of the Prefect, upon which the boundaries of said Pueblo are designated; before that they were only known by the common acceptation and general recognition of the people and authorities. There was a copy of that map sent by the said Prefect to Governor Pico, and approved by him, while I was Secretary in 1846, in the latter part of the month of May. The Prefect of San Diego at that time was Santiago Arguello, who forwarded said map to the Governor. The Governor examined the said map and approved it, and signed it as Governor, and it was countersigned by myself as Secretary; one copy was sent, thus approved, to said Prefect, and the other was placed in the archives of the Department.

3d Question. Look at the map now shown you, marked "A. P. L." and filed in this case, and state whether it is a copy of the said map which was approved by said Governor, and of which you have spoken?

Answer. It is a copy of that map. I know it by the handwriting on the map. I was acquainted with the surveyor who made it, and I was with him and assisted on the ground in running the lines here marked; that was in August, 1845.

4th Question. Who made said survey, and drew this map?

Answer. Henry D. Fitch did; since deceased.

5th Question. Describe the boundaries as established?

Answer. From the point marked on the south part of the map, "Punta Loma," we ran in an easterly direction to a place called "Cañada de las Choyas," also marked on the map, and there the top of the ridge was the boundary of the Pueblo lands, throwing said cañada outside of the Pueblo lands into a tract now belonging to John Foster. Thence we ran in a northerly direction to a spring, marked on the map "Poso," where the boundary was established between the lands of the Mission and the Pueblo. The spring fell in the Pueblo side of the line. We continued thence in the same direction to a point on the "Cañada de Soledad," or rather across the said cañada to the high hills on its north side; and from thence we ran in a line about parallel with said cañada to the sea coast, and the coast forms the remainder of the boundary down to the place of beginning, "Punta Loma." The point on the hill north of the Cañada de Soledad, from which we ran westerly to the sea, is the boundary of the Rancho of Penasquitos; and on that line there are 2 other hills which mark the boundary of the Rancho de San Dieguito.

Cross-examined by U. S. Associate Law Agent.

1st Question. What officer usually gave instructions as to the marking lines of a Pueblo, and what officer was usually appointed to carry those instructions into effect?

Answer. The Governor generally gave such order, and the Secretary, through his subalterns, generally executed it.

2d Question. What were the usual form and contents of Pueblo lands?

Answer. The form depended upon the topography of the country, and there was a law of Mexico which gave eight leagues in circumference to Pueblos; and under that law the Pueblo of San Diego asked for these lands.

3d Question. Explain what you mean by eight leagues in circumference?

Answer. I mean from the centre two leagues outward in all directions.

4th Question. What is the shape of the Pueblo lands in this case, as represented by the survey you have mentioned?

Answer. It is in the general outline of a triangular form.

5th Question. State, as near as you can, the length of each of the lines you ran?

Answer. From the "Punta Loma" to the Cañada de Choyas is about 2 leagues; from there to the Poso is about 2 leagues; from there to the hill beyond Cañada de Soledad about 2 leagues; and thence to the coast about ½ league or 1 league; and from there to Punta Loma, the place of beginning, about 5 leagues, as near as I can guess.

6th Question. Were there any artificial land marks placed on these boundaries?

Answer. There were not; they are all distinctly marked natural boundaries.

7th Question. Was there any estimate made of the contents of these boundaries?

Answer. I never saw any estimate of the amount of land within these boundaries. I do not know how much there is. The Pueblo petitioned for 8 leagues, and I do not know whether they got that much or less.

JOSE MATIAS MORENO.

Subscribed and sworn to before me, on this 8th day of September, A. D. 1854.

PETER LOTT, Commissioner, etc.

(Endorsed.) No. 589. Prest. and Trust'es of the City of San Diego. Deposition of José Matias Moreno, taken before Comm'r Peter Lott. Filed in office Sept. 13th, 1854. Geo. Fisher, Sec'y. Recorded in Ev. B. vol. 5, p. Ev. B. and G. 353.

OFFICE OF THE SURVEYOR-GENERAL
of the United States, for California.

I, Sherman Day, Surveyor-General of the United States for the State of California, and as such, having in my office, and in my charge and custody, a portion of the archives of the former Spanish and Mexican territory, or Department of Upper California, as also the papers of the late Board of Commissioners to ascertain and settle the private land claims in California; by virtue of the power vested in me by law, do hereby certify that the 5 preceding and hereunto annexed pages, numbered from one to 5 inclusive, exhibit a true, full and correct copy of the deposition of José Matias Moreno, as the same is on file in my office, in the case of the Pueblo of San Diego.

In testimony whereof I have hereunto signed my name officially, and caused my seal of office to be affixed, at the city of San Francisco, this 12th day of May, 1869.

SHERMAN DAY,
U. S. Surveyor-General for California.

Decree of Confirmation.

THE PRESIDENT AND TRUSTEES
OF THE CITY OF SAN DIEGO,
vs.
THE UNITED STATES.

In this case, on hearing the proofs and allegations, it is adjudged by the Commission that the claim of said petitioners is valid; and it is therefore decreed, that the same be confirmed. The land of which confirmation is made, is situated in the County of San Diego, and is known as the Pueblo or Town lands of San Diego, and is bounded as delineated on the map filed in this case, and marked Exhibit A, G, T, B, to the deposition of Santiago Arguello, to which map reference is hereby made, for a more particular description.

Alpheus Felch,
R. Aug. Thompson.
S. B. Farwell.

(Endorsed.) No. 589. City of San Diego. Pueblo Lands. Decree of Confirmation. Filed in office, January 22d, 1856. Geo. Fisher, Secy. Recorded in 3 vol. Ex. D. and G. p. 357. Geo. Fisher, Secy.

Office of the Surveyor-General
of the United States, for California.

I, Sherman Day, Surveyor-General of the United States for the State of California, and as such, having in my office, and in my charge and custody, a portion of the archives of the former Spanish and Mexican territory, or Department of Upper California, as also the papers of the late Board of Commissioners to ascertain and settle the private land claims in California; by virtue of the power vested in me by law, do hereby certify that the preceding and hereunto annexed page exhibits a true, full and correct copy of the decree of confirmation by the Land Commission of the claim of the Pueblo of San Diego, as the same is on file in my office.

In testimony whereof I have hereunto signed my name officially, and caused my seal of office to be affixed, at the city of San Francisco, this 12th day of May, 1869.

SHERMAN DAY,
U. S. Surveyor-General for California.

EXHIBIT E E.

In the District Court of the U. States for the Southern District of California.

Monterey, June Term, 1857.

Hon. I. S. K. Ogier, Judge.

President & Trustees of San Diego, Appellees,
vs.
The United States, Appellant.

No. 390. Trans. No. 589.

On motion of P. Ord, Attorney of the United States for said Dist., and on suggesting to the Court that it is not the intention of the U. States to prosecute further the appeal in the above cause, it is ordered by the Court that the appeal in said cause be dismissed, and that the claimant have leave to proceed upon the decree of the Commissioners heretofore rendered as a final decree.

Isaac S. K. Ogier,
U. S. Dis. Judge.

(Endorsed.) Filed 8th June, '57.
A. S. Taylor, Ast. Clk.

I, George E. Whitney, Clerk of the Circuit Court of the United States for the District of California, and ex-officio Clerk of the District Court of the United States in and for said District, hereby certify that the foregoing is a full and true copy of the Dismissal of Appeal in the above entitled action, filed in my office on the 8th day of June, A. D. 1857.

Attest my hand and the seal of said District Court this 13th day of May, A. D. 1869.

[L. S.] GEO. E. WHITNEY, Clerk.

By H. F. Lardner, Deputy Clerk.

EXHIBIT F F.

[Recopilation de Leyes de los Reynos de las Indias. Libro IV, Titulo V, Ley VI, Ordinanza del Rey Don Felipe II.]

LAW VI.—The conditions for a town of Alcaldes with the ordinary jurisdiction and Councilmen (Regidores) shall be agreeably to this law.

If the nature of the tract of land allow of the settlement of some town (villa) of Spaniards with a Council of Alcaldes of the ordinary jurisdiction and Councilmen (Regidores), and there be some person who undertake by contract to settle it, let the agreement be made under these conditions: That within the period of time which may be assigned to him he must have at least thirty settlers, each one provided with a house, ten breeding cows, four oxen, or two oxen and two steers, one brood mare, one breeding sow, twenty breeding ewes of the Castilian breed, and six hens and one cock ; he shall also appoint a priest to administer the Holy Sacraments ; the first time he shall select him, but afterwards the appointment shall be subject to our Royal Patronage ; and he shall provide the church with ornaments and the things necessary for Divine Worship ; and he shall give bonds for the performance of all this within the time agreed upon ; and, if he should not comply with his obligation, he will lose whatever he may have constructed, wrought, or garnered. to be applied to our Royal Patrimony, and will furthermore incur the penalty of one thousand pounds of gold for our treasury; and, if he should comply with his obligation, there shall be given to him four leagues of extent and territory in a square or prolonged form, according to the character of the land. in such manner, that, if surveyed, there shall be the four leagues in a square, with condition that the limits of said territory shall be distant at least five leagues from any city, town, or village of Spaniards previously founded, and that there shall be no prejudice to any Indian town or private person.

GRANTS BY THE CAPTAINS OF PRESIDIOS.

Instruction from the Commandant General of the Internal Provinces of the West to the Commandant of California.

In conformity with the opinion of the solicitor of this *Commandancia General*, I have determined, in a decree of this date, that notwithstanding the provisions made in the 18th article of the ordinance of *Intendants*, the captains of presidios are authorized to grant and distribute house lots and lands to the soldiers and citizens, who may solicit them to fix their residences on. And considering the extent of four common leagues, measured from the centre of the presidio square, viz., two leagues in every direction, to be sufficient for new pueblos, to be formed under the protection of said presidios, I have likewise determined, in order to avoid doubts and disputes in future, that said captains restrict themselves henceforward to the quantity of house lots and lands within the said four leagues, without exceeding, in any manner, said limits, leaving free and open the exclusive jurisdiction belonging to the managers of the royal hacienda respecting the sale, composition and distribution of the remainder of the lands in the respective district. And that this order may be punctually observed and carried into effect, you will circulate it to the captains and commandants of the presidios of your province, informing me of having done so.

God preserve you many years.

Chihuahua, *March* 22, 1791.

PEDRO DE NAVA.

Señor Don Joseph Antonio Roman, *Monterey*.

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OFFICIAL DOCUMENTS

In relation to Land Titles in the City of Benicia.

PUBLIC ACT NO. 118.

AN ACT to quiet the title to certain lands within the corporate limits of th
Benicia, and the town of Santa Cruz, in the State of California.

Be it enacted by the Senate and House of Represent
of the United States of America in Congress assembled,
all the right and title of the United States to the lan
uated within the corporate limits of the city of Beni
the county of Solano, State of California, as defined i
act incorporating said city, passed by the legislature
State of California April twenty-four, eighteen hu
and fifty-one, be, and the same are hereby, relinqu
and granted to the said city and its successors, upon
however, that so much of said lands as is in the bon
occupancy of parties upon the passage of this act, by t
selves or tenants, shall be conveyed by said city to
parties: *Provided, however*, That the relinquishmen
grant by this act shall not extend to any lands
said corporate limits occupied as a military depot
United States, or heretofore reserved by the U
States for public purposes; nor shall they interfere
or prejudice any valid adverse right or claim, if suc
ist, to said land or any part thereof, or preclude a ju
examination and adjustment thereof.

SEC. 2. *And be it further enacted,* That all the rig
title of the United States to the land within the cor
limits of the town of Santa Cruz, in the State of C

thority to convey so much of said lands as are in the bona fide occupancy of parties upon the passage of this act, by themselves or tenants, to such parties; *Provided*, That this grant shall not extend to any reservation of the United States, nor prejudice any valid adverse right or claim, if such exist, to said land or any part thereof, nor preclude a judicial examination and adjustment thereof.

Approved July 23, 1866.

AN ACT

To settle the title to lands in the Town and City of Benicia, in the County of Solano.
[Approved February 20, 1866.]

The People of the State of California, represented in Senate and Assembly, do enact as follows:

SECTION 1. It is hereby made the duty of the County Surveyor of said county, when called upon by the Trustees of the City of Benicia, and under their direction, to mark upon the present official map of said city the lots and parcels of land therein, designating the same by the names of the owner or occupant as far as known to them the said Trustees, and to cause a duplicate of said map to be made and deposited with the County Recorder of said county, retaining the original in the office of the said Trustees.

SEC. 2. Immediately after the Trustees of Benicia shall have acquired in trust the United States title to the lands on which the said Benicia is located, the said Trustees shall cause notice to be put in a newspaper published in said county, to be inserted once a week for the term of three months, and by putting up printed posters containing said notice in at least ten of the most public places in said city, requiring every claimant or claimants of any town lot or lots or parcels of land, to file in the office of the said Trustees, within three months from the date of the last publication of the notice, a statement of his or their claim, sworn to, like complaints in civil cases, describing particularly the lot or lots or parcels of land, setting forth the grounds upon which it is founded, and within six months after the expiration of the time limited in the notice as aforesaid, proof of such claim and payment of the price fixed upon the lot or lots or parcels of land claimed, as hereinafter provided, must be made; and no claims shall be filed, or any proof made after the terms respectively prescribed in this section.

SEC. 3. The said Trustees shall have power to p the faith and credit of said town for the expenses inc in entering and surveying the lands as provided in Act, and the amount required to be paid for said la the proper United States Land Office, which sum gether with the costs hereinafter specified, shall b the said Trustees assessed and apportioned with eq upon all the lots or parcels of land in said city, a claim shall be allowed or certificate awarded to any c ant or claimants unless payment be made, if requir the proportion due from such claimant or claimants

SEC. 4. The evidence required to establish any cla any lot or lots or parcels of land in said city unde provisions of this Act shall be that the claimant th is a citizen of the United States, or has declared h tention to become such previous to the filing of his c and that said claimant, or he, she, or those under w he or she claims, were in peaceable possession of sa or lots or parcels of land in said city at the time o rejection of the Vallejo title to the "Suscol Rancho the Supreme Court of the United States.

SEC. 5. The said Trustees shall proceed to dispo the lots or parcels of land claimed as provided for in Act, and for that purpose shall, as soon as practic examine each and every claim filed as herein pro and any papers in support of the same, and hear such as the claimant or claimants may submit to establish l their right thereto; and if the same shall be foun comply with the provisions of this Act, and no con ing claim shall have been filed, the said Trustees majority of them shall issue a certificate confirmin or their claim, which certificate may be recorded i Recorder's office of said county of Solano, in like ma and with the same effect as deeds are recorded.

SEC. 6. In all cases where there shall be a dispu contest in regard to the title to any lot or lots or pa of land in said city, the said Trustees or a major them shall hear the testimony relating thereto, and decide upon the same, and enter their decision upon them shall then issue their certificate to the person or persons to whom the said lot or lots or parcels of land may have been awarded; and in case any claimant or claimants of any such lot or lots or parcels of land as may have been awarded shall feel aggrieved by the said decision, such claimant or claimants may, within sixty days from the time such decision may have been made and entered, commence a proceeding, *de novo*, in the Seventh Judicial District in and for the county of Solano, after filing with the said Trustees notice thereof, by filing with the Clerk of said District Court a complaint, and by serving a copy of such notice and complaint on the contesting party; and if there be more than one contesting party claiming also adversely to other contestants, then on each of said parties. The said contestant or contestants shall answer or demur at and within the time provided for in civil actions; and in all respects the pleadings and all proceedings shall be governed by the same rules applicable to actions commenced a Court of record, with the same right of appeal and in the same manner to the Supreme Court; and when notice of transfer to said District Court shall be filed with either of the said Trustees, their power to issue a certificate as provided for in this section shall be suspended until the case be dismissed or be finally determined; and upon such dismissal or other final determination, the said Trustees or a majority of them shall issue said certificate to the party found by such determination entitled thereto; *provided*, that any appeal from the District Court to the Supreme Court in any such case shall be taken within thirty days from the final determination thereof by the District Court.

SEC. 7. The certificate herein mentioned, or certified copies of the same under the hand of the County Recorder, shall be deemed and taken in all Courts of justice as prima facie evidence of the facts stated therein, and as conveying a title to the holder or person or persons in whose favor the same may be issued; *provided*, that when there shall have been a dispute or contest, as provided in section sixth of this Act, and the party aggrieved shall within sixty days prosecute his or their rights in the proper tribunal, the provisions of this section as to the effect of a certificate shall not be applicable, but the right of the parties before such tribunal shall be adjudicated on the original claims, as though no confirmation had been made.

Sec. 8. All lots or parcels of land remaining unp
at the expiration of the time specified in section s
of this Act shall be deemed the property of said
which they are situated, and shall be held as such
said Trustees, to be disposed of hereafter at public a
to the highest bidder, (or as hereinafter specified,)
said Trustees, in such manner and at such time and
as they or a majority of them shall determine, afte
ing public notice by publication in some newspaper
lished in said county, for at least once a week for
consecutive weeks, for cash; and the said Trustee
issue to the purchasers at said sale, on their com
with the terms thereof, certificates for the lots or
of land so purchased, in like manner and with like
as provided in sections five and seven of this Act.
the said Trustees or either of them are, for the pu
of this Act only, authorized and empowered to adm
oaths and affirmations; and they are also authoriz
directed to keep a record book, properly indexed, w
shall be entered in their order each sale and clain
a description of the lot or lots or parcels of land
claimed, and the name or names of the claimant,
the contestants, if any, together with minute of any
of appeal, date of issuance of certificate, and al
proceedings had; each case or claim to be attested
record book by the signatures of a majority of said
ees, which record book shall be subject to public
tion at all reasonable times, and shall within six
after all the said lots or parcels of land have been d
of, be deposited in the office of the County Reco
Solano county, as a permanent record of said
which shall have the same legal effect as other rec
said office.

Sec. 9. The said Trustees, or a majority of ther
have power, on being so instructed by a majority
the legal votes cast at any special election in s
ordered by them for that purpose in the same ma
they are authorized by law to order special elect
fill vacancies in their own body, to sell any or al
said lots or parcels of land remaining unprove
ible compa
provement
other pub

Sec. 10. Whenever a patent shall issue to said city under any laws of Congress, it shall inure to the several benefit of those whose claims have been confirmed and to whom certificates have issued to every intent as though the same had issued directly to them, without any further or additional conveyance ; and it is hereby made the duty of the said Trustees to cause said patent, when so issued, to be recorded in the Recorder's office of said county, with a reference to this Act in the margin thereof.

Sec. 11. The said Trustees shall have power to close and convey to the owner or owners of the property fronting thereon any and all public squares, streets, and alleys, as laid down on the official map of said town, north of "M" street and west of West "Third" street ; and on the written application of the owner or owners of three fourths of the property fronting on any alley within any one half block, which block may be south of said "M" street and east of said West "Third" street, to close and convey the same to the owner or owners of the property fronting thereon upon the payment of the fees and expenses as herein provided, and whereupon a certificate shall issue with like effect as herein provided.

Sec. 12. The said Trustees shall be allowed for their services rendered in accordance with the true intent and meaning of this Act the same fees as are now allowed by law to Justices of the Peace in civil cases in said county, to be paid by the claimants, or in case of a contest, the additional cost to be paid by the unsuccessful party or parties.

AN ACT

To Incorporate the City of Benicia — passed April 24, 1851.

The People of the State of California, represented in Senate and Assembly, do enact as follows:

Article 1 — Section 1. The district of country in the county of Solano which is contained within the boundaries hereinafter described, shall be a city by the name of Benicia, and the inhabitants residing therein shall be a corporation under the name and style of the "Mayor and Council of the City of Benicia," and by that name they and their successors shall be known in law, have perpetual succession, sue and be sued, complain and defend in all Courts and in all actions and proceedings, and may

purchase, hold, and receive property, real and pe
within said city ; may lease, sell, and dispose of th
for the benefit of the city ; may provide for the reg
and use of the lands belonging to the city, and ma
a common seal, and alter the same at pleasure ; *pr*
they shall not purchase any real estate other thai
lands or lots within the same as shall be necessary
the erection thereon of public buildings, or for lay
of streets or public grounds, or may be required fo
lic cemeteries.

Sec. 2. The boundaries of the City of Benicia sl
as follows : All that tract of land lying on the nor
of the Straits of Carquinez, as surveyed by Benja
Barlow Esq., late City Surveyor, and designated
map now on file in the office of the Clerk of
county ; the southern boundary shall extend to th
dle of the channel of the Straits of Carquinez.

* * * * * * * *

AN ACT

To cede certain property to the City of Benicia — approved May 3, 18

The People of the State of California, represented in
and Assembly, do enact as follows:

Section 1. The State of California hereby grants
City of Benicia the entire water-front of said cit
all of the right, title and interest of the said State
to all of the lands within the corporate limits of sa
which are subject to overflow ; *provided*, that notl
this Act shall be so construed as to convey any ri
title to any part of the water-front which lies east
north and south line drawn from the most wester
of the land belonging to the United States and no
for military purposes ; and *provided further*, that n
herein shall be so construed as to convey to said ci
part of her water-front which may extend into the
of Carquinez beyond where the water is eighte
deep at low tide.

Sec. 2. The said water-front and overflowed lands
granted shall not be subject to execution upon any
ment against the said City of Benicia, but may l
from time to time by the authorities of said city, i
manner as will be most to the interest of the same

Sec. 3. Said cession is made upon the express condition that the authorities of the City of Benicia shall not sell the property ceded without first giving notice of said sale by publication in at least one daily newspaper in San Francisco, and one newspaper, if one be published, in the county of Solano, for thirty days preceding said sale, and that said property so ceded shall be sold at public auction to the highest bidder, and in separate lots not exceeding in size one hundred feet, by one hundred and sixty feet in size.

Sec. 4. Any person who has erected useful and substantial buildings upon any of the property ceded to the City of Benicia by this Act, believing that he had good title to such property by virtue of a purchase from the founders of the city, shall have the privilege within six months from the passage of this Act of purchasing the lots on which they have built, at private sale, from the said city, and at a fair valuation of the lot without the buildings; such valuation to be determined by the City Council.

Under the provisions of this Act, Ordinances and Orders of Sale were passed and sales made as follows:

Ordinance passed City Council Oct. 7, 1856; Sale made Nov. 20, 1856.

Ordinance passed City Council Nov. 9, 1857; Sale made Dec. 22, 1857.

Order made by Board of Trustees Dec. 14, 1859; Sale made Jan'y 9, 1860.

AN ACT

To authorize the Mayor of the City of Benicia to enter into an agreement with S. C. Hastings for an exchange of certain Property for School purposes.

[Approved March 7, 1859.]

The People of the State of California, represented in Senate and Assembly, do enact as follows:

Section 1. All that certain tract of land in said City of Benicia, known upon the map of said city as Solano Square, fronting six hundred feet on First street, six hundred feet on M street, six hundred feet on West Second street, and six hundred feet on N street, be, and the same is hereby, vacated as a public square, and the Mayor of said city is authorized to cede the same to Mother Mary Goemaire, and her associates, and their successors, of St. Catharine's Academy, for the purpose of establish-

ing a seminary of learning, according to agreemen
S. C. Hastings, and ordinance of the Council, appro
the Mayor February eighth eighteen hundred and fift

Sec. 2. That the agreement between the said May
S. C. Hastings, as set out in the ordinance referred t
first section of this Act, be, and the same is hereby, r
and confirmed; *provided*, that nothing in this Act, or
ordinance or agreement herein referred to, shall be s
strued as to, in any manner, authorize the permanen
ing up or obstructing of any street in the City of B

AN ORDINANCE

To authorize the Mayor to enter into an agreement with S. C. Hastings for ex
certain Property for School Purposes.

The Council of the City of Benicia do ordain as fo

Section 1. The Mayor of the City is hereby auth
to enter into an agreement on behalf of said cit
S. C. Hastings, as is hereinafter set forth:—

This agreement, made and entered into by an
tween the Mayor and Council of the City of Beni
the first part, and S. C. Hastings, of the said
Benicia, of the second part, witnesseth:—That th
party of the second part hereby agrees to convey
said party of the first part his, the said Hastings'
interest, and also, the entire interest of John Curr
in and to Lot Twelve (12) in Block Twenty (20) w
Brick Building thereon located, lying and being i
City of Benicia, County of Solano and State of Cali
and known as the City Hall.

In consideration thereof, and for the purpose of
lishing a seminary of learning, the party of the firs
hereby agree to release to Mother Mary Goemai
her associates of St. Catharine's Academy of sai
and to their successors forever, all right, title, i
and control in and to Solano Square in said city (t
Square fronting six hundred feet on First street; si
dred feet on M street [L street]; six hundred
West Second street, and six hundred feet on N
which is now owned or can be exercised by said cit

known as First street from L to M street, between the south half of Block 58 and said Square, and to keep the the same closed until the Council of said City shall, by ordinance passed by a two third vote, declare said street to be open. The said party of the first part also agree to request the Legislature of the State to sanction this contract by an Act of said Legislature.

Passed the Council February 7, 1859. PAUL SHIRLEY,
President of Council.

Approved 8th February 1859. CHAS. ALISON, *Mayor.*
Attest: JAMES W. KINLOCH, *City Clerk.*

AN ACT

To repeal the several Acts incorporating the City of Benicia, and to provide for the Government thereof—approved April 18, 1859.

The People of the State of California, represented in Senate and Assembly, do enact as follows:

SECTION 1. The several Acts of the Legislature of the State of California, entitled "An Act to incorporate the City of Benicia," passed April twenty-fourth, one thousand eight hundred and fifty-one, and also, an Act entitled "An Act supplementary to an Act incorporating the City of Benicia," passed April thirteenth, one thousand eight hundred and fifty-four, are hereby repealed, and from and after the passage of this Act the corporation or body politic and corporate known heretofore under said Acts as the Mayor and Council of the City of Benicia, shall continue and be a body politic and corporate under the name and style of the "Trustees of the City of Benicia," with the powers granted by this Act.

SEC. 2. The corporate powers and duties of said Trustees shall be such only as are provided in this Act. Said Board of Trustees shall consist of three members, who shall be elected by the qualified electors of said city, on the first Monday of May, one thousand eight hundred and fifty-nine, and shall hold their offices for the terms herein provided, and until their successors are elected and qualified.

SEC. 3. The Council of the City of Benicia shall call an election, to be held on the first Monday of May, one thousand eight hundred and fifty-nine, for the election of three Trustees according to the provisions of this Act, which shall be held and conducted in the same manner as city elections are now held and conducted. They shall canvass the votes, and declare the result thereof, within ten days after such election shall have been held. The person receiving the highest number of votes shall hold for the term of three years from the day of such ele until his successor shall have been elected and qual The person receiving the next highest number of shall hold office for the term of two years from the d such election, and until his successor is elected and q fied. And the person receiving the next highest nu of votes shall go out of office on the first Monday in one thousand eight hundred and sixty, or as soon t after as his successor shall have been elected and qual

SEC. 4. At the election held on the first Mond May, one thousand eight hundred and sixty, and of subsequent year, a Trustee shall be chosen, who hold his office for the term of three years, and unti successor is elected and qualified. All elections held sequent to the first day of May, one thousand eight dred and fifty-nine, shall be held by a Board of Judges, to be designated by the Trustees.

SEC. 5. The Board of Trustees shall assemble, w twenty days after their election, and choose a Pres from their number, and shall, by ordinance, fix the and place of their stated meetings, and may be con by the President at any time. At all meetings, a m ity shall constitute a quorum to do business. Said B shall judge of the qualification and election of thei members, and may establish rules for their own pro ings, and shall keep a record thereof.

SEC. 6. Any person shall be [qualified] to hold t fice of Trustee, who shall be a qualified elector, an shall have resided in said city six months next prec such election. In case of any vacancy in the Bo Trustees, the remaining members of said Board sha an election to fill the same, and shall give at least fiv previous public notice of said election. The like n shall be given in all cases of election, after the firs tion. Should any of the Judges appointed to h election fail to attend, the electors present may a others in their stead. All such elections shall b ducted in the same form and manner, and accor the laws regulating elections, and certificates shall to the person having the highest number of votes cast.

Sec. 7. The said Board of Trustees shall, on the first Monday of April in each year, make out a full and correct statement of all moneys received and expended under this Act during the year next preceding, and shall cause such statement to be entered on record in their proceedings.

Sec. 8. Neither of the Trustees mentioned in this Act shall receive any compensation for their services. Nor shall it be lawful for any Trustee to purchase any bonds or other indebtedness of the city while in office.

Sec. 9. Said Trustees shall, upon their election, take charge of all property of the city, real and personal. All records and papers belonging to said city shall, upon demand, be delivered to said Trustees. Said Trustees shall have power, in the corporate name of the city, to prosecute all necessary actions on behalf of said city; and also, in their said corporate names, to defend in all actions that may be instituted against said city.

Sec. 10. No sale of any property of said city shall be made, otherwise than by the Sheriff of Solano County, at public auction, after notice thereof shall have been given by said Trustees of said city, by publication in some newspaper, to be by them designated, for at least twenty days before such sale. At all sales of such property, ten per cent. of the amount thereof shall be paid in money, and the remaining portion shall be paid either in cash, or any funded bonds of said city, or coupons for the interest on said bonds. The Sheriff shall pay all proceeds of such sales, less his fees, which shall be the same percentage as is allowed him by law on sales of property under execution, to the County Treasurer of said county, who shall apply the same to the extinguishment of the debt of said city, in the same manner as the taxes which may be collected shall be applied.

Sec. 11. It shall be the duty of the Trustees to audit and pay all judgments now outstanding against said city, or which may have heretofore been recovered against any Tax-Collector or Marshal of said city, growing out of the collection of taxes illegally assessed, and to issue the bonds or warrants of said city for the same, and for that purpose only they shall be considered a body politic and coporate until the requirements of this section shall have been fully completed.

Sec. 12. For the purpose of providing for the payment of the interest on the debt of said city, and for the extinguishment of said debt, the Board of Supervisors of So[illegible] county are hereby authorized to levy, upon the assessment made by the County Assessor of property within the corporate limits of said city — which assessment shall be adopted as and for the city assessment — a tax not exceeding one hundred cents on each one hundred dollars, which shall be collected by the Sheriff of said county in the same manner as county taxes are collected, and shall be paid over by said Sheriff to the Treasurer of said county, less his fees for collecting the same, which shall be the same as for collecting State and county taxes. The payment of said taxes may be enforced by said Sheriff in the same manner as the payment of the State and county taxes may be enforced under the laws of this State. The said Treasurer shall apply such fund in redeeming the bonds and warrants of said city as in this Act is hereinafter provided. For all services rendered by the said Treasurer under this Act, he shall be entitled to, and receive, the same fees as he is entitled to for like services as County Treasurer.

Sec. 13. Said Trustees shall cause a notice to be published, in such newspaper as they shall designate, [illegible] thirty days preceding the first day of February, in the year one thousand eight hundred and sixty, and for the same length of time preceding the first day of February in each year thereafter, notifying all persons holding bonds or warrants of said city, issued prior to the passage of this Act, that sealed proposals will be received [illegible] said Trustees, on or before the first day of February next after the publication of such notice, for the redemption of such outstanding bonds and warrants, until all [illegible] bonds and warrants outstanding shall be redeemed; such sealed proposals shall specify the number, date and amount of the bond or warrant, including the in[illegible] and shall specify the sum in cash that will be recei[illegible] lieu thereof; and, also, from and after the first day of February, in the year one thousand eight hundred and [illegible] all bonds and warrants issued prior to the passage [illegible] Act shall bear interest at five per cent. per annum [illegible] ruary next after the same shall be received, and thereupon said Treasurer shall open such proposals, and enter a minute of the contents of each proposal in a book to be kept for that purpose, and shall pay cash for and redeem each bond or warrant, having due regard to the lowest amount proposed to be received for any bond or warrant, and shall redeem in that order until the money applicable to the redemption of the bonds or warrants shall be exhausted, or all the bonds or warrants presented shall have been canceled. When a bond or warrant shall be redeemed, the said Treasurer shall indorse the word "canceled" thereon, and sign the same, and enter a minute of the redemption of such bond or warrant, specifying the number, date, and amount thereof, in said book.

Sec. 15. All moneys arising from the sale of any property belonging to said city, or which may accrue to said city, shall be applied, after deducting all necessary expenses in the collection of the same, to the payment of the debt of said city, as provided in this Act, and to no other purpose.

Sec. 16. This Act shall take effect immediately.

AN ACT

Supplemental to "An Act to repeal the several Acts Incorporating the City of Benicia, and to provide for the Government thereof," approved April eighteenth, one thousand eight hundred and fifty-nine — approved March 24, 1860.

The People of the State of California, represented in Senate and Assembly, do enact as follows:

Section 17. Upon the sale of any property of the City of Benicia under the provisions of this Act, and the receipt of the price thereof by the Sheriff, he shall give to the purchaser a certificate of sale, describing the lots sold, the amount paid for the same, and certifying that the price has been duly paid.

Sec. 18. Upon presentation of said certificate to the Trustees, they shall prepare and execute a deed of conveyance to the purchaser or his assigns, at his or their expense, for the lots named in the certificate, which said deed shall be signed and acknowledged by said Trustees, and shall convey all the right, title and interest of the City of Benicia, in and to the property therein described, and the said deed shall be received as conclusive proof of all the matters therein recited which are essential to the validity of such sale or conveyance.

Sec. 19. All Acts and parts of Acts conflicting with the provisions of this Act are hereby repealed.

NOTICE.

Pursuant to an Act of the Legislature of the St
California, entitled "An Act to Settle the Title to
in the Town and City of Benicia in the County of So
approved February 20th 1866; and in accordance
an Act of Congress, entitled "An Act to Quiet the
to Certain Lands within the corporate limits of the
of Benicia and the Town of Santa Cruz in the St
California," approved July 23d 1866 —

Notice is hereby given to every claimant or clai
of any town lot or lots or parcels of land in said B
to file, in the office of the Trustees of said Benicia,
three months from the eighth day of February A. D.
a statement of his, her or their claim, sworn to like com-
plaints in civil cases, describing particularly the lot or
or parcels of land claimed, and setting forth the gr
upon which such claim is founded; and notice is also
that within six months after the expiration of the
months above mentioned, proof of such claim and pa
of such price as shall be by the said Trustees, in a
ance with said Act of the Legislature of the State o
ifornia, fixed upon the lot or lots or parcels of land cla
must be made; and that no claim shall be filed, nc
proof made, after the terms hereby, and by the sai
of the Legislature, respectively prescribed for filing
or making proof.

SAM'L C. GRAY,
C. B. HOUGHTON,
E. H. VON PFISTER
Trustees of the City of Be

BENICIA, November 2d 1866.

[illegible] ember 4, 1866.

[illegible] penses incurred
[illegible] the Act of the
[illegible] proved April 20,
it is ordered that upon the filing of each claim, the
ant shall be required to deposit with the Trustees or
[illegible]
[illegible]

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THE

SETTLERS AND LAND SPECULATORS

OF

SACRAMENTO.

To James Gordon Bennett, Esq., Editor and Proprietor of the New-York Herald.

Sir :—

The conviction that your desire to render the *Herald*, the medium of a world-wide dissemination of nothing but *truth*, is paramount to all others ; induces me to trouble you to read, and myself to write, the following letter.

It will, doubtless, be fresh in your recollection, that, in May last, the *Herald* contained some editorial expressions of your views of the condition of the immigrants, generally, in California ; and of the course which you approvingly expected them to pursue, in reference to the attempts made by speculators, illegally to monopolize all the desirable public lands in that region.

This was at a time when most of the newspapers of California were controlled by the wealth and influence of the land-jobbers ; and were prostituted to slandering and insulting the humble "settlers."

The gratification, then, which the latter derived from the perusal of your articles, above referred to ; was, naturally, heartfelt ; since it proved that, notwithstanding the great odds against which they contended ; there was, at any rate, *one* leading paper in "the States," liberal, independent and intelligent enough to do them justice.

In acknowledgment of the obligation which they felt themselves under to the *Herald ;* for your voluntary, disinterested, and unlooked-for sympathy ; a series of resolutions was adopted at a public meeting, organized for the purpose; and forwarded to your address.

These resolutions were duly published in the columns of your paper, as will be seen by the following extract from the *Herald;* and, by a singular coincidence, thus appeared, in New-York, at the very moment when your sagacious and characteristically correct views were receiving, at Sacramento, the most fearful confirmation of their truthfulness; in the odious and unparalleled acts of "*the desperate and unprincipled oligarchy of speculators*," whose organs had been abusing you for *misrepresenting* them; and, as the result proved, not without some reason; since, I doubt not, you will readily acknowledge that your previous opinion, unfavorable as it was, of their moral obliquity; had, by no means, reached the climax which the atrocity of their subsequent course established so clear a title to; that, had their "Sutter" claim been but half as complete, they would have been allowed to retain peaceable possession of their alleged lots for ever.

[*Extract from the Herald of August* 12, 1850.]

LAND SPECULATIONS IN CALIFORNIA.

Some time since we considered it our duty to hold up and denounce, in a proper manner, the system of land speculation which has been going on for some time past in California, and the fraudulent manner in which it was got up, and the distresses to which it would lead when the bubble burst. Our comments were not severer than we thought were merited, but it seems they were not relished in California by the parties interested in the speculations, nor by the journals in their interest. We were accordingly taken to task by some of the California newspapers, for the sentiments we expressed, and accused of knowing nothing about the subject on which we wrote. We are accustomed to such attacks, and they make but a very slight impression upon us.

It is gratifying, however, to know that our remarks and warnings have been properly appreciated by the people for whose especial benefit we made them, and have been responded to in a manner that is very gratifying. A public meeting was held at Sacramento City, on the 26th of June, at which resolutions, complimentary to us, were adopted. The following is a copy of the proceedings, which reached us by the last steamer from Chagres:

"At a meeting of citizens of Sacramento City, held at the Herkimer Hotel, June 26th, 1850, the following gentlemen were appointed officers thereof:—

"*President*—Colonel Plumbe;

"*Vice-Presidents*—Colonel C. Washington, Captain Crowell, and Levi R. Stowell, Esq.;

"*Secretary*—Henry H. Hassey, Esq.;

"*Assistant Secretary*—Henry K. Curtis, Esq.;

and after several eloquent speeches, the following resolutions were unanimously and enthusiastically adopted,—viz.,

"*Resolved*, That we have read, with no ordinary degree of satisfaction, the able article in the *New-York Herald* of May 13th, relative to the subject of land speculations in California; and that we fully and unqualifiedly concur with the independent and fearless editor of that valuable defender of the people's rights, in the expression of his views—embodying, as they do, sentiments and principles which we have long been struggling to maintain against the combined influence of immense wealth and a mercenary press.

(*Extract from the Herald of May* 13.)

It is some consolation in this dilemma, to know that the influences which have produced the existing political condition of things in California, spring from not a numerous set of landed and other speculators, whose secret manœuvres, during the last two years, are beginning to be understood at Washington, and also among the independent people and gold diggers in California. This desperate and unprincipled oligarchy of speculators in old Spanish and Mexican claims, have brought about the present state of things in California, and they seem resolved to urge that new State into an independent and separate existence, and thus violate the first principles of the laws of the United States, and lay the foundation for a dissolution of this great Union. We believe, however, that the independent people, the real working men, the sound gold diggers in California, whose interests and rights to the public lands would be plundered and violated by the speculators in the nominal legislature of that country, will take warning, rise up in their might, set aside such factions, and go to work in conjunction with their brothers and fellow-citizens on this side of the Rocky Mountains, in maintenance of this great and invaluable Union.

This startling news from the California legislature may have great influence at Washington, on the settlement of the slavery question affecting the territories. We would not be surprised to see that both houses of Congress were to abandon the idea of an immediate admission of California as a State, and simply introduce its admission into the Union as a territory along with Utah and New Mexico. It certainly seems proper that a measure of this kind is necessary, in order to preserve for the whole people of the United States, and for the simple and hard-working gold diggers in California, the valuable public lands in that golden region, which the speculators of the so-called legislature have secretly attempted to rob and to plunder, by false titles and spurious grants.

"*Resolved*, That we have read, with like feelings of pleasure, the excellent editorial on 'Land Titles in California,' contained in the *Daily Pacific News* of the 22d instant, proving, as it does, that although the press of our own city differs with us in sentiment, yet we find, at a distance, at least one of sufficient intelligence and independence to reflect, voluntarily and unexpectedly, our own views and feelings.

"*Resolved*, That we respectfully tender to the respective editors of the *New-York Herald* and *Daily Pacific News*, the sincere acknowledgments of a large community, which has peaceably submitted long to oppression, injustice, and outrage, solely because determined to prove to the world its fixed devotion to 'law and order,' even when these terms are prostituted to cloak acts which are obviously illegal, and grossly and shamefully disorderly.

"*Resolved*, That these resolutions be signed by the officers of this meeting, and that a copy, each, be forwarded to James Gordon Bennett, Esq., and

Gen. J. Winchester, by the President, with the request that they may be published in their respective papers.

(Signed) "J. PLUMBE, President.

"C. WASHINGTON,
"DAVID H. CROWELL, } Vice-Presidents.
"LEVI R. STOWELL,

"HENRY H. HASSEY, Secretary.
"HENRY K. CURTIS, Assistant Secretary."

"To JAMES GORDON BENNETT, Esq., Editor and Proprietor of the *New-York Herald.*"

We repeat what we said on the occasion referred to. Every thing like undue excitement should be suspected as dangerous; there are frauds, conspiracies, and forgeries, going on in California land speculations, and there is danger in touching them. The people have been fairly warned, and if they are deceived they will know whom to blame.

Again, August 22, 1850; in your comments upon the California news, received the day before, you make use of the following language; which is so creditable to the usual soundness of your judgment, that if it had been written at *Sacramento*, instead of *New-York*, it could not have been more veracious and to the point.

"In regard to the difficulties which have taken place in the settling of vacant lands, under assumed Mexican titles, we fear that the Californians are experiencing only the beginning of them. The best locations, we are informed, have been selected and occupied in this manner, and it is not to be expected that the people will quietly submit to such a state of things, and allow a few persons to retain possession of the whole soil. In a majority of cases, there can be little doubt that those assumed titles are invalid, having been, we believe, trumped up for the occasion, with the view of extorting money from those who desire to settle there. There is much need of Congress providing for an investigation of those land titles and claims."

The intelligence first received here of the murderous attack of the 14th August, by the speculators and their satellites, upon the "settlers" of Sacramento; was furnished, originally, entirely through the interested and partial organs of the former; and was, therefore, of course, *ex parte*, and characteristically incorrect.

It was copied by all the papers on the Atlantic side; some of which were so far deceived by it, as to be induced to censure the "settlers:" and even the *Herald* itself, was sufficiently misled to say, under date of Sept. 24th, that the riots "originated in nothing but socialism;" besides expressing other views of the subject, which must have been the result of want of sufficient time and opportunity to obtain a thorough knowledge of the whole matter.

I therefore, as soon as I had received my private dispatches from the scene of action, considered it my duty to take the liberty of addressing an article to the *Herald*, designed to disabuse the public mind of the gross misrepresentations, which had thus been circulated through the press, from one end of the country to the other.

This communication was declined; and afterwards submitted to another prominent paper in New-York; and refused publication there, on the allegation of "part of its contents' being too complimentary to Mr. Bennett."

Since then, a correspondent of the *Herald*, writing from Sacramento; has, over the signature of "*California*," made statements relative to the "settlers," which I feel bound, as a humble individual, who has witnessed and participated in their sufferings, and been honored by their confidence; to notice: not, however, because I regard *any* writer, who under cover of an assumed name, chooses to mislead public opinion, as worthy of attention for his *own* sake; nor that the "settlers" are *now* in a situation rendering it of any consequence, how much the dying efforts of land monopoly, or rather *robbery*, are vainly attempted to be protracted, even through the widely circulated columns of the *New York Herald*, which have been imposed upon for this purpose. But, feeling assured that your recent personal absence from the United States, has inadvertently caused the appearance in your paper, of certain remarks relative to the "settlers," so completely at variance with your own previous views; I regard it as due alike to *yourself*, and to *them*, that I should thus, respectfully seek to direct your attention to the matter: since the Settlers and Miners of Sacramento; whom I have the honor to represent; will not believe, until further informed, that your sentiments have undergone so radical a change, as to be now condemnatory of them for pursuing the *very* principles which they were, but a short time before, cheered in maintaining, by your voice, almost alone, amongst the conductors of the Atlantic press; and for which you, in common with themselves, were then so violently assailed by the speculators' venal and dependent papers; who could transfer to their sheets with the utmost satisfaction, and with a grand flourish of trumpets, "as evidence that squatterism was properly appreciated at the east," an extract from an article in the *N. Y. Sun*, charging the "settlers" with what every body in Sacramento *knew* to be utterly and entirely *false:* but when the *truth* appeared in the *Herald*, "putting the saddle onthe right horse," it seemed there was a tender place touched;

and so the "galled jade winced," and foolishly thought to annihilate you with a rude kick.

The "settlers" of Sacramento have been abused, persecuted, and robbed, under a tyranny of wealth and mockery of law, such as this country, nor probably any other, has never paralleled.

The conduct of the British Government, which was so revolting to the principles of equal rights and fair dealing, as to render it the object of general execration to the colonies; and which made revolutionary heroes of the patriotic resistants of its oppression and wrong; was the perfect embodiment of justice, freedom, and Christianity, compared with the acts of the usurpers of power at Sacramento; who have disregarded every principle of law and equity, and violated every noble impulse which honorable and high-minded men are accustomed to hold sacred.

They have waged a war of *might* against *right*—the *rich* against the *poor*—in which the former had resolved to employ every *possible* means which money and corruption afforded, to crush the latter beneath their iron heels.

No tyrant upon earth, ever exercised the "right divine" to rule, according to his own arbitrary will; more despotically, and unjustly, than some of the officials amongst the speculators at Sacramento, have basely and shamelessly done, in their endeavors to enrich the few, at the expense of the many.

Talk, indeed, of the injustice and hardships suffered by the people of many parts of Europe, under the oppressive rule of Kings! *There* they are *subjects*, and *accustomed* to bearing the humiliating yoke of a master; and their treatment, bad as it may be, is at least, "*according to law*," and not in defiance of existing and long established authority.

But at Sacramento, the speculators, not content with having *made* the laws *themselves;* and appointed all the officers for their administration, from their *own ranks ;* were the very persons to disregard their provisions, partial as they were; and, finding that, with all the advantages which their wealth and influence had secured to them, the "law's delay" was more than it suited them to submit to; and forfeiting all claim to the character of even negatively good citizens; resorted first, to violence and brute force to accomplish their ends; shedding blood in cowardly attacks of ten against one; and destroying property in the most outrageous manner: and afterwards, insulted, in the grossest way, the fundamental principles of Justice, by getting her misrepresentative and their coadjutor, to proclaim from that station, whence nothing but impartial, unbiassed, and even-handed fairness *should* emanate —*the refusal of the right of appeal;* a privilege, which, heretofore, no judge had ever been supposed *capable* of denying, under like circumstances.

A brief review of the history of the Sacramento land difficulties, presents the following leading details.

As soon as the discovery of the gold *placeres* in California was announced, a few individuals made an arrangement with Capt. Sutter, for the purchase of the ground, now constituting the site of Sacramento City. They laid it out in lots, and sold them at enormous prices; such as, in many instances, to make a handsome fortune out of the advance realized upon one, single lot.

This game continued to be played, most successfully, until the close of 1849; (at which time I first reached Sacramento, in the prosecution of my reconnoissance of a route for a railroad from the Atlantic to the Pacific; a project which had engaged my attention for thirteen years previously;) when a few individuals, such as the chivalrous and lamented Malony, Milligan, and Edwards; Robinson, Upham, and Bullock; dared to doubt, and publicly question the validity of the authority under which the speculators were compelling the poor, wayworn immigrants, to continue to contribute to swell their already immense gains: and which they were levying, from those who had not the means to *buy;* in the shape of most extravagant *rents,* for the mere privilege of *temporarily pitching a tent;* whilst those who could not pay a month's rent, *in advance,* were kindly forbidden to remain: and thus, at the commencement of the unusually inclement winter of 1849–50, many and many a poor, sick, American citizen; after encountering all the perils and hardships of a voyage round Cape Horn; or journey across the Rocky Mountains; to arrive at the remotest verge of our public domain; found himself, on the banks of the far-off Sacramento, denied a privilege, which, similarly situated, he would have been freely permitted to enjoy, even within the limits of the Battery at New-York, or of Boston Common.

The fact, thus, soon became notorious; that Captain Sutter's grant from Governor Alvarado,—under which the speculators claimed their right to the soil,—had never been *confirmed* by the Mexican government: and when it was no longer *possible* for them to conceal this circumstance, they themselves were obliged publicly to acknowledge it; but assured the "settlers" that (although the terms of the grant *expressly* required it) it was still valid without.

CALIFORNIA

Under these circumstances, the "Sacramento Settlers' Association" was formed—"Believing the ground in and around Sacramento City, to be *Public Land*, and desiring to promote the prosperity and harmony of persons settling there:"—and according to the rules which governed its members, every individual was permitted to occupy any vacant or unimproved lot that he chose to take, not exceeding 40 by 160 feet; (these *self-imposed* dimensions being only *one half* of what the speculators themselves had originally adopted as the size of a lot).

This course was considered by the "settlers" as entirely justifiable, upon every principle of law, equity, and honor.

It was admitted, on *all* hands, that to say the least of it, Captain Sutter's grant was *defective;* whether *essentially* so or not: and the "settlers," while they restricted *themselves* to barely as much ground as would suffice to place a dwelling or shop upon; respected the claims of the *Speculators* to an *unlimited* extent, provided the same were only occupied or improved. Hence the "settlers" allowed *themselves* only *half* a lot each; whilst their rules compelled them not to encroach upon a *speculator*, even though he might have his *thousands* of them.

(And *this*, by some newly disovered definition, has been styled *agrarianism!*)

Nor did the "settlers" pretend to say that their will should constitute the law, as to the ultimate possession of the lots which they respectively occupied; for even if, as the speculators charged, the former really were "*knaves;*" still they were not such "*fools*" as not to know that if Captain Sutter's title was good; the ground, with all their improvements, would eventually revert, inevitably, to the speculators.

Hence, even admitting that the "settlers" *knew* Captain Sutter's title to be perfectly valid; it would seem as if they were hardly chargeable with doing any very serious *wrong* to the speculators, by spending their own money and labor in enhancing the value of the ground in the erection of buildings, &c., which would soon pass, gratuitously, into the hands of these wealthy claimants.

It was the violent opposition of the speculators to every attempt made by the "settlers" to *improve the wild land*, without making any charge for doing so; that confirmed the latter in their conviction that the speculators themselves must have had, in reality, but a poor opinion of their self-styled indefeasible title; when the erection of a house upon one of these lots, was characterized as the commission of a high-handed crime, and regarded as an unpardonable injury against the interests of the monopolists.

The "poor, miserable, ignorant, and misled squatters," were just so simple as to imagine that the intelligent, enlightened, and liberal speculators could hardly be; notwithstanding the pretended disinterestedness of their motives, in urging the "sttlers" not "to *throw away* their money and labor, in improving the property of *other* people;" quite so divested of human selfishness as not to feel more pleased than vexed, to see houses and fences and other valuable structures erected, free of any cost to them, upon the lots; if, as they professed, they were really so sure of ultimately getting the same confirmed to them, in virtue of their alleged title.

At any rate; the "settlers" adopted the following view of the matter, viz.:

1st. That the land undoubtedly belonged either to Captain Sutter or the United States.

2d. That if it belonged to *Captain Sutter* (or his assigns) the "settlers" were only enhancing its value for *his* (or said assigns') benefit; by building upon, and otherwise improving it.

3d. That if it belonged to the *United States;* the "*settlers*" had at least, as *good* a right to occupy, each of them, a few square feet of it, as the *speculators.*

And hence they believed that, under the circumstances, they not only did not deserve the opprobrium so lavishly heaped upon them by the speculators and their organs; for venturing to exercise the right of temporary occupation, as above stated; but that they were, on the contrary, doing nothing that the strictest rules of honor and propriety did not indubitably sanction, and duty to themselves require.

But admitting that the speculators were sincere in their alleged belief in the validity of the "Sutter" title to the land upon which the City of Sacramento stands—which, however, would seem to be a concession utterly impossible to be made, but at the expense of the not very flattering imputation of the most unfortunate lack of the commonest powers of perception—it would appear as if they should, at least, have, still, graciously allowed the "settlers" the privilege of quietly entertaining *their* own honest impressions about the matter.

The latter certainly afforded the best evidence in the world, of *their* sincere conviction of the views which they professed; in so freely expending all their means, in adding to the value of the property: whilst the acts of the former, only tend-ed to furnish the strongest possible assurance that *they* did not credit their own assertions.

But waiving entirely the question of relative amount of real *conviction*, in the respective professions of antagonistic faith, the matter simply resolved itself into this—*a difference of opinion*. And how did the propositions, respectively, of the parties compare for fairness and liberality? Let the world decide.

The speculators said, "Let us alone in the enjoyment of our claim; and whenever it is decided by Congress that the title is invalid; *then* you can come and avail yourselves of the usages applying to the public domain."

The "settlers," on the other hand, said, "Not so; for whilst we are awaiting the final action of competent authority, you will sell all the land; and thus, by the time it shall have been determined by an ultimate and formal decree, that you had no title to it; it will be too late for *us* to think of securing *our* right of pre-emption; because, then, it will all be in the hands of those whom you will have sold it to.

"But we will do this, viz.: After having helped yourselves to as many lots—no matter how great the number—as you choose to make any sort of improvement upon, *we* will each of us, take not even *one*, but merely *half* a lot only. We will expend as much labor and money as we can command, in enhancing its value; and whenever it is constitutionally decided *not ours*, we will quietly relinquish the whole to *you;* and without asking the slightest compensation for our outlay, 'depart in peace;' and thus, whilst *your* proposition secures to *yourselves, every thing;* and, therefore, to *us, nothing; ours* on the other hand, secures to *you*, all that you may ever hereafter be able to show as having belonged to you; whilst it gives *us*, only what the laws of our country shall decide that we are *fully entitled to*.

"We would not, if we could, and could not, if we would, alienate the land of others. But whilst we cheerfully, and as matter of course, acknowledge, to the smallest fraction, the rights of our fellow-men, we can hardly be reasonably expected to relinquish all our own.

"Your plan most effectually and irremediably deprives us of whatever rights we might otherwise secure; whilst ours, on the contrary, neither proposes nor accomplishes the loss to you, of one single iota of yours; neither present nor prospective."

In short, it would almost seem as if the doctrine of Equal Rights—a doctrine which is supposed to have had some advocates amongst Americans—rendered it *impossible* to comply, strictly, with its principles, without having, at least, some *little* regard to *one's own*, as well as to our *neighbor's;* and therefore, that an *imperative obligation* was accordingly involved, which could not be avoided.

Could any thing have been fairer on the part of the "settlers"? They might, it is true, have acknowledged the supreme right of a rich man to dictate to a poor one, just what the latter shall be allowed to do; in exact accordance with the "good pleasure" of the former: and, so the "settlers" *might* have become the *slaves* of the speculators, at their bidding.

But, truly, it is not easy for an *American Citizen* thus to surrender his *birthright!* He thinks of the price which his forefathers paid for liberty, and the enjoyment of equal rights. He reflects, that to his hands has been bequeathed a patrimony, to be transmitted to his children, and his children's children; and he knows, that, to acknowledge any *master* but the Almighty, would be to betray his trust, and render him the object of contempt to all good men and lovers of constitutional freedom.

Therefore, the "settlers" said, "We will not, like spaniels, tamely submit to your arbitrary will, unsustained but by assertions which refute themselves: neither will we stop to question the constitutionality of your so-called laws—which we ourselves had no agency in enacting, and which Congress has not yet recognized—nor will we take any exception to the fact that you harass us with vexatious suits, in hopes to exhaust our limited means of defraying the expenses of defending them; nor to the farther fact, that we are to have our causes tried where all the officers, from Governor down to Constable; executive, legislative, and judicial; and all the press; and all the "wealth and respectability;" and all the "law and order" aristocracy are *directly interested against us.* Only grant us the right of *appeal*—expensive as it is to secure its benefits, and ill able as we are to pay for them—so that we may be afforded, if necessary, the opportunity of carrying a case up to the Supreme Court of the United States, and we are *satisfied!*"

But no! *this* did not meet the speculators' ideas of justice. On the contrary, in reference to this subject, one of them, in June last—who occupied a very exalted official station, and was very largely interested in the "Sutter" claim; and who spoke, by authority, for his associates generally—remarked to me, substantially; that one great ground of complaint against the "settlers," was their *readiness to await the due course of law;* and that a more summary plan had therefore just been decided upon by the "*Law and Order* Association," "Sutter" men; viz: to get the Military Governor of California to rid the soil of them by means of the U. S. troops; and that a committee was then on the point of starting to urge upon that officer the execution of this unprecedented, attempted outrage upon quiet and industrious citizens, who stood in the way of a few aristocrats of the genus *Gadus;* and whose real claims to the social superiority which they arrogated, could only be adequately appreciated by some learned Ichthyologist, or Cape Cod fisherman.

And the little "Law and Order"-loving Swordsman (with "the scabbard thrown away,") of the *Placer Times*, true to the example of his fugleman; repeated, through the columns of that, then, one-sided sheet, the same anti-republican and abominable sentiments—worthy of such advocates!

If the "settlers" had gone upon the principle that the speculators had simply got more than an *equal share* of the ground; and, *therefore*, must *divide*; the case would have been altogether different. If, in short, they had insisted upon taking a part of what could have been regarded as, in the smallest degree, *appearing*, even, to *belong* to the latter, it would have been entirely another affair.

If the property in question had been *personal*, instead of *real;* if it was perishable, moveable, or liable to suffer intrinsic depreciation; there might, *then*, have been *some little* appearance of propriety in their course. But, as it was, unfortunately for their cause; there did not appear the slightest shadow of a redeeming feature in the odious face which it so unblushingly and insultingly presented; apparently making up in effrontery what it wanted in justice; and thus simply imitating what is always seen to be the conduct of the advocates and representatives of an unrighteous measure.

But the "settlers," though poor; and arriving, almost without exception, after having expended their last dollar; were, still, too proud to condescend either to *beg* or *steal.*

Though they had exhausted all their means in reaching the "promised land;" and were frequently reduced to absolute want; still, they did not forget that they were *American Citizens;* and, as such, possessed certain inalienable rights, which no power upon earth could ever justly deprive them of.

It is true, they made no pretensions to being leaders of fashion; nor to any right to a place in the "first circles" of Sacramento exclusiveness. They could not boast of being the sole possessors of all the "wealth and respectability," the talent and refinement, and the "law and order," in the community.

At the same time, they were not able to comprehend why those who appropriated to themselves all these high attributes, embraced individuals whose *conduct* was so strikingly at variance with every thing that the plain, unpretending "settlers" had always, *before*, been accustomed to regard as constituting the character of a *true gentleman*.

Things remained in the condition described,until the spring of 1850; when a copy of the Grant from Gov. Alvarado to Capt. Sutter, accidentally fell into my hands; and, to my utter surprise, it discovered that *however valid* the grant itself might be; its boundaries, which were as clearly defined as language could render them, *did not embrace, by several miles, the site of the City of Sacramento:* and, in addition to this; that Capt. Sutter's *own* definition of his southern line, as appeared by a standing advertisement of about twelve months'duration, established the same fact; viz: that Sacramento City was some miles *outside* of his boundary!

These facts I published in various papers in California, and in New-York, including the *Herald;* (say in March and April, 1850,) and without eliciting a single word of denial of their correctness, either from Capt. Sutter or any one else.

This publication deprived the speculators at Sacramento of their last pretext of *legal right* to the soil out of which they had realized so much: but the desire of adding still farther to their ill-gotten gains, was too strong to allow them to relinquish their unscrupulous efforts, without another desperate struggle.

Accordingly, *violence* was resorted to; and (as one case out of *several* similar most outrageous instances) a party of about a dozen, or more, of these self-styled "law and order," "wealth and respectability," exemplary speculators, proceeded, in a body, to a lot upon which two "settlers" were quietly erecting a dwelling, to shelter themselves from the weather; and in the most cowardly and lawless manner, these valiant "codfish" aristocratic monopolists of others' rights, laid hands upon the two brothers; and after nearly murdering one of them, razed the building to the ground.

On the following day, some of the "settlers" assisted in rebuilding the house; and, shortly afterwards, a suit was brought for damages by the wounded man.

The trial was had in the court of "First Instance," His Honor, Judge Thomas presiding; who, notwithstanding his associations and sympathies were all calculated to enlist his feelings on the side of the speculators; was too sound a lawyer and upright judge, to withhold from his charge to the Jury the following principles, viz.:

1st. "Present possession is *prima facie* evidence of title; and if the Jury believe that the plaintiff in this case had actual possession, the defendants had no right to enter forcibly and take possession."

2d. "The plaintiff had a right to oppose force sufficient to prevent any intrusion upon premises in his actual possession, other than entry by process of law."

The Jury, though consisting of five of the "speculators'" party, and but one "settler," rendered a verdict in favor of the *plaintiff;* so execrably outrageous was the conduct of the defendants regarded, even by *their own partisans.*

About this time, an attempt was made to enact an ordinance, virtually giving to the city Recorder the power of fining and *imprisoning* any one who dared to occupy a single foot of the vacant ground in question, without the consent of the speculators. So diabolically outrageous was the draft of this ordinance, as originally submitted to, and urged upon the Board of Aldermen by the Mayor of the city; that, although composed of a majority of speculators, it refused to pass it in its original shape; and, when it was finally enacted, after undergoing very essential modifications, some of its provisions were still so abominable, that the city Attorney, though a "Sutter" man, refused to be made the medium of enforcing its tyrannical, oppressive and unconstitutional requirements; and a gentleman of more pliant composition was therefore employed to do the dirty work against which the higher sense of propriety of his predecessor instinctively revolted.

Soon after this, the organization of the new State Judiciary was carried into effect; and Judge Thomas's Court of "First Instance" superseded by other and different tribunals. Amongst these, Magistrates' Courts, a City Recorder's, and a County Court, were put into operation at Sacramento; each of which was presided over by a gentleman whose shoulders a robe of ermine had never before had the honor of gracing; but who, save one, were, nevertheless, all warm advocates—and not without their own reasons—of the validity of the "Sutter" grant.

Accordingly, as soon as these new instruments of torture were ready to be applied to the poor "settlers;" fresh suits of ejectment were brought in the Magistrates' and Record-

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er's Courts; and as a matter *of course*, judgment was given *against* them; although it may puzzle the legal readers of the *Herald*, to comprehend by what *right* these tribunals could entertain *any* suit involving the question of title to the soil.

But even if *that* point should haply be disposed of without any serious difficulty, the sequel will disclose something less reconcilable with the essential principles of liberty and justice, which have generally been regarded as the foundation of all law, in every country claiming to be *free*, or even civilized. In some parts of California, and perhaps also in the case of *one* of the magistrates in Sacramento; with a wisdom and feeling of propriety which were creditable to them; the judges had too much *self respect* to presume to sit upon any trials of this kind, knowing that they were unquestionably beyond their jurisdiction. But in *Sacramento*, as if it was determined to signalize *that* place as the theatre of the greatest outrage that had ever been witnessed in a free country; Justice was insulted and trampled under foot, by the very individual whose sworn duty it was to guard her, with the most jealous care, from even the slightest stain upon her purity; by prostituting her sacred and holy name in the commission of an act worthy of the most despotic tyrant that ever disgraced mankind.

The *right of appeal* from the decisions of the petty courts had already, through the influence of the "speculators," been *virtually* denied to the "settlers," against whom these mockeries of law and justice had rendered their decisions; inasmuch as it was arbitrarily, though very consistently, ruled that no personal security for damages and costs would be accepted, other than that of an *individual holding property under the "Sutter" title!*

The speculators flattered themselves that having succeeded in securing *this* point, the victory would be easy; since no one possessed of the indispensable "property" qualification, would be found as bondsman for a "cursed squatter;" and as it was not probable that it would be in the power of the poor "settler" to comply with the only alternative which would then be left him, viz., the *deposit* of the amount—always fixed, of course, enormously high—in the keeping of the court.

Hence, at first, without absolutely venturing upon the Satanic measure of the *denial of the right of appeal, in plain terms;* they did what they confidently expected would, practically, be *equivalent.*

But here, again, they were at fault; as the "settlers" by uniting their means, succeeded either in furnishing a deposit; or else, so far protected some friendly "holder of property under the Sutter title,"—who had been, himself, already victimized, by purchasing from the speculators, before his eyes had been opened—as to induce him to become security.

Accordingly, finding that the "settlers" were, so far, perfectly ready and willing to comply with every requirement of the speculators' *own* laws, administered by their *own* partisans—no matter how unconstitutional, unjust, and unworthy of regard they might really be, *as* administered—these land-*lords* concluded that their only means now of accomplishing their desperate desires, would be, *formally, to deny the Right of Appeal, by authority of the Court itself!!!*

Therefore, a case having been carried up from the City Recorder's to the County Court; and the judgment having been confirmed, against the "settler;" with high damages, for *occupying* the ground; he applied for an appeal to the District Court; and, incredible as it may appear to an *American*, was *refused;* whilst a "writ of restitution" was issued, simultaneously with the rendition of judgment, directing the Sheriff to turn the "settler" out of his own house, *instanter*, and give possession of it, and the lot upon which it stood; and which had been fenced, built upon, and cultivated for the *first* time, since the days of Adam, by this victim of judicial abuse of power; to the insatiate speculator.

As soon it was ascertained that the cardinal principle of justice—upon which the "settlers" had always relied, as their last and only hope; and which freemen cherish with an attachment that nothing but death has the power to destroy—had thus been so infamously desecrated; they were driven, however unwillingly and reluctantly, to the irresistible conclusion, that longer quiet submission could hardly be regarded, even by the most rigid non-resistant, as a *virtue:* and, accordingly, several of them repaired to the house of their persecuted and helpless companion; determined, if needed, to assist in preventing his being forcibly, and thus unjustifiably, thrust out of his own domicil, into the street.

The "settlers" then publicly declared—and their conduct had, hitherto, always, only too well proved it, to be agreeable to their oppressors—that they desired nothing so much, as the preservation of peace and good order; but that *if* the other party *persisted* in such utter disregard of common *decency*, to say nothing of the universal requirements of *justice*, as to insist upon making the action of the Judge of a petty, County Court—himself a party interested in his own decision, as a speculator in lots held under the "Sutter" title—*final*, touching a question which every body knew, beyond all cavil, to be only within the province of the Supreme Court of the United States, (or of Congress ;) they should be compelled to meet force with force, *as the only alternative left them*, in the exercise of the paramount law of *self-protection*.

It was then promised, on the part of the speculators, that all further action relative to the execution of the writ, should be, for the present, suspended : and, accordingly, the "settlers" were thus induced to disperse. But, shortly afterwards, taking advantage of the absence of even the solitary owner of the building, the Sheriff was directed to take immediate possession ; which he accordingly did, after breaking open the door : and then, throwing into the street all the other property of the "settler ;" carried off and retained all the fire-arms he could find.

A day or two subsequently, a few "settlers" were proceeding, quietly, along the street, when they were insulted most grossly, and then fired upon by the speculators and their allies, the gamblers ; most of whom, like cowardly assassins, were concealed and sheltered in the upper stories of the houses.

The brave, noble, and high-minded *Malony* was shot dead, pierced by the balls of about a dozen adversaries, who must have fired at him, together ; and, afterwards; although he had bravely served his country, during the Mexican War, and received an honorable discharge ; was—with a fiendishness, worthy of his murderers ; not content with taking his life, but seeking also to destroy that which he valued far more highly, his reputation—basely calumniated by being represented, through their ready organs, as *a branded deserter !* which, however, was so barefaced and despicable a piece of malignity, that they were soon compelled to retract their foul and self-disgracing slander.

Dr. Robinson was severely wounded ; and then, in the most brutal and inhuman manner, thrust into the hold of the prison brig, like a dog ; and there, purposely neglected, left, as his murderous assailants fondly hoped—to *die*. However, the sequel showed that the worthy doctor, although one of the kindest and most obliging persons in the world, usually ; would not, on this occasion, consent to go quite so far as they charitably and disinterestedly desired.

The speculators being the *assailants ;* and the "settlers" acting on the *defensive ;* the loss on the side of the former was one killed, and one wounded; whilst on the part of the latter, there were three killed, and one wounded.

The "settlers" were in the street, which was crowded with the citizens generally; amongst whom were large numbers of their friends, unarmed, and mere spectators; brought thither by the report of the sudden collision which had occurred; and, consequently, the assailed party—who at any rate, were disposed to act with the utmost forbearance, and avoid taking the lives even of their deadly foes—were almost wholly deterred from firing, lest they might injure the innocent lookers-on: and in the case of the solitary speculator who was killed; it is believed, by those who had the best opportunity of judging, that his death was produced by a shot discharged by one of his *own* party; and this opinion seems to be almost conclusive, from the fact that the wound proved that the ball must have been fired from a point considerably *higher* than the level of the street.

The speculators who fired, being in the upper rooms of the houses, of course had the advantage of not only being themselves protected, but of aiming at the objects of their hatred in such way as not to endanger others.

After having thus partially satisfied their barbarous revenge; and the administration of the city government being entirely in their hands; the speculators, next, availed themselves of the power thus in their control, to arrest and imprison in irons, in addition to Dr. Robinson, Mr. McClatchy, and one or more others already incarcerated, two industrious and worthy citizens, Messrs. Caulfield and Packer; and thus try to transfer the blame of guilt from their *own* shoulders where it properly belonged, to those of their victims; and so endeavor to escape the punishment which true justice would have inflicted upon themselves; just as an absconding culprit will raise the cry of "stop thief!" to divert attention from himself, whilst he effects his escape!

The murderous conduct of the speculators on the 14th of August, was continued, by hunting down the "settlers" like wild beasts, and shooting them in their own dwellings without any cause or provocation, other than their being obnoxious to the interests of their persecutors.

Mr. Allen, a most exemplary, peaceable, and inoffensive "settler," was assailed by a party of armed speculators, in his own house, where his wife lay at the point of death; and his arrest was attempted without any proper legal authority. In repelling this monstrous invasion of his hearth, he was severely wounded himself; and three other men who appear

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to have been mere travellers, and not at all concerned in the affairs of the contending parties, were killed; whilst two others were taken prisoners, and who after being bound, and carried to Sacramento, proved that they had had nothing whatever to do with the recent difficulties.

It does not seem that any steps were taken by the proper authorities to inquire into the circumstances, under which these three unoffending men were deprived of life, nor as to what were their names, nor what disposition was made of their effects. Mrs. Allen was so shocked in her delicate and critical situation, by the conduct which was so disgraceful and outrageous as to be worthy only of barbarians, and which involved what she supposed to be the mortal wounding of her husband, that her death was the result.

On the side of the attacking party, the Sheriff lost his life, leaving his bereaved widow to lament the melancholy effect of his misguided rashness.

The wealthy speculators, continuing to thirst for more victims of their revenge, offered large rewards for the apprehension of such as were thought to have been active in opposing their schemes; and some of the latter, knowing that their sworn enemies would hesitate at nothing to compass their ends, were induced precipitately to leave the country, and thus sacrifice their property and prospects for their devotion to the cause of justice and equal rights, and hatred to the oppression of arbitrary power and cruelty.

Mr. Allen was guilty of the crime of an attempt at self-defence against an unprovoked, unjustifiable, and lawless attack; and the penalty he was made to suffer for this was virtually the murder of his wife, a dangerous and painful wound, his own expatriation, and the confiscation of his hard-earned property. And this, too, at the hands of men styling themselves *par excellence*, the special exponents of "*Law and Order*." Oh, shame, where is thy blush!

Let it be borne in mind that, at this time the laws of California which the "settlers," few, if any of them, had had any voice in enacting, remained still unacknowledged by Congress; and that the recent action of the County Court, *aside from the refusal of appeal*, was in direct violation of the principles previously laid down by Judge Thomas—who was known to be a friend of the speculators, though at the same time not doubted to be an honorable man; and the only cause of wonder regarding the conduct of the "settlers," must be that human endurance and forbearance, such as they had exhibited were possible.

As a striking rebuke of the blood-stained and riotous speculators of the 14th of August, the record of whose stigmatized conduct will ever remain as the blackest page in the history of California ; Dr. Robinson, who had been made one of the prominent objects of their continued persecution, and who is, proportionately, the idol of the "settlers," was, whilst yet in prison, triumphantly elected by the people of Sacramento, one of their Representatives in the State Legislature.

As an illustration of the lengths to which the love of money will carry men, even when acting under the most solemn responsibilities, it may be mentioned that the speculators, having taken up the idea that the Surveyor of the Settlers' Association, although a very humble, unpretending, and unassuming individual ; was an obstacle in the way of their ambition ; determined to "stick at nothing" to be revenged upon him, and remove him from their path.

It is true, he had invariably advocated the strictest adherence to peaceable and legal measures, and the power of suasion ;—and in his very first published article, at Sacramento City, (Jan. 26, 1850,) on this subject, respectfully suggested the propriety of immediate application to Congress, to grant to the "settlers" (assuming the land to be public domain,) pre-emptions to their respective lots—"*honorable regard being duly had to the principle of equitable compensation to Captain Sutter, for the loss, if any, which he might sustain, in view of all the circumstances of the case.*"

But he was guilty of entertaining honest doubts of the alleged right of a few individuals, claiming under Captain Sutter, to monopolize all the ground in and around Sacramento City ; seeing that, *according to their own evidence*, its existence was obviously impossible : and he had dared to publish, in the face of the speculators, this opinion, and the reasons upon which it was based.

He had adduced conclusive authority to destroy the assertion of the speculators, viz., "that even if Captain Sutter's title *was* bad ; they would still be able to secure more than all the site of Sacramento, by virtue of the pre-emption law giving 160 acres to each individual."

He had preferred principle to interest ; and, entertaining the heresy, that "Resistance to tyrants is obedience to God ;" preferred being classed amongst the "poor, miserable, misled squatters ;" to enjoying the favor and patronage of the wealthy and powerful speculators.

In short, he endeavored to *practise* what the speculators were contented to *profess*—JUSTICE ;—and accordingly, after having given but too much evidence to be agreeable to them, of his regard for all the requirements of their laws; and after their most strenuous efforts to obtain the passage of an ordinance which would have subjected him to *fine and imprisonment* for simply exercising his *lawful calling, in a lawful way* —it was resolved to indict him before the Grand Jury, upon a charge of "obtaining money under false pretences"—which being "done" into English, meant, merely, that he had received a reduced fee for his services in stretching his surveying chain over some of "Uncle Samuel's" wild land; in order to enable any poor, weary "settler," taking possession of his forty feet lot— furnishing but about ground enough to bury him in—to know its limits; and so, not allow himself to occupy a single inch more than the rigid rules of abused "*squatterism*" imposed, by its own authority, upon its humble advocates; and which modicum of ground, really, seemed about as *indispensable* to their very *existence*, as the amount of air or water which they appropriated to their necessary use.

But an accommodating Grand Jury (being all of them, more or less interested in the "Sutter" title;) and *one* of them, at any rate, having previously declared, in language creditable, alike, in both refinement and sentiment, to an aristocratic member of the "Law and Order" Association—that "if he had found the Surveyor upon any of *his* lots, he would have *cut his d——d heart out*,"—reported a "true bill;" virtually setting forth that whilst *selling* property which belonged to others, and pocketing large sums therefor, was nothing but "a fair business transaction;" it was regular "*swindling*" for a free American citizen simply to receive a fee from a "settler" for showing him how much public ground it required to make forty feet.

It so happened, however, that the Surveyor had started for Washington City before he was apprised of the distinguished honor which his excellent and liberal friends of Sacramento piscatorial "Upper Tendom," were so kindly and disinterestedly striving to do him: and before his enemies were aware of his departure.

But he has not been insensible of the deep obligations under which their flattering treatment has placed him; as he trusts they will readily believe, from the assiduity with which he has had the pleasure of *attending to their case*, ever since; and which, he begs leave to assure them, they may confidently rely upon his continuing until they shall probably have become satisfied that it was not quite so easy a matter to "knock the centre *plumb* out of all his hopes and anticipations," as a certain very sagacious and self-important scribbler may have fondly imagined.

As soon as it was known that he had actually gone ; and, thus, deprived these amiable specimens of human excellence, of the satisfaction of harassing him with their contemptible and malicious *self-belittlement*—a *whipper-snapper*, whose connexions and former associations ought to have made a *gentleman ;* chose to prostitute the paper over which he exercised control ; to charge the Surveyor with what he knew to be *false*—and thus prove himself to be a miserable slanderer, and calumniator of one whom he had, Judas-like, ever before treated with hypocritical manifestations of regard and friendly feeling—proving his despicable disposition to take advantage of his accidental elevation to an editor's chair, to discharge his abuse, only when he was well assured that the object of his hireling and envenomed shaft was too far off to inspire the dread of punishment, which is, generally, all that keeps within decent bounds, the tongues of those, whom to characterize appropriately, requires the use of such language as my own sense of self-respect forbids.

> " *Slander*, that worst of poison, ever finds
> An easy entrance to ignoble minds."

A juvenile little editor of another California paper, has also sought distinction by availing himself of his position—which his youthful vanity, inexperience, and lucky advancement to a station above what he had previously been familiar with ; may flatter him he embellishes—to foolishly endeavor to injure " one John Plumbe," by attempting evasively, but vainly, to *appear* to deny the truth of the " infamous aspersion " which the said " one " had written ; upon testimony which he knew to be conclusive, at the time ; and which has since been fully *confirmed*, by no less unimpeachable testimony than that of Hon. Edward Gilbert, of San Francisco.

But this is a digression, in which " the game is not worth the candle ;" excepting as showing how far the press, which *should* be the " Palladium of our civil rights," *may*, in unworthy hands, become the mercenary weapon of their destruction.

Personal contemptibleness ; in *itself*, utterly beneath notice ; may, nevertheless, sometimes, fortuitously occupy a position, requiring its conduct, though supremely despicable ; to be rebuked.

As the whole of the California Congressional Delegation had started for Washington, prior to the occurrence of the difficulties between the land speculators and the " settlers," —and therefore could not be expected to have as perfect an understanding of the subject as was desirable ; and as it appeared probable that they would not be likely to have any sympathy for the latter—which however it is a most gratifying duty for me to say proved a mistake, so far, at least, as half the California Members and Senators were concerned; the "settlers" did their Surveyor the honor of appointing him their special agent to act in their behalf at the Federal Seat of Government.

He arrived there a few days before the admission of California into the Union ; and, in a short time, had the satisfaction of obtaining ; relative to the prominent object of his mission ; the opinions of those whose position pre-eminently qualified them to decide :—confirming, to the fullest extent ; the correctness of the conclusions which he had, long before, himself, expressed.

Nor was this all: he further discovered that Captain John Augustus Sutter, over his own sign manual, had transmitted a Memorial to Congress, *acknowledging that Governor Alvarado's Grant did not include the ground on which Sacramento City was laid out:* but, that, inasmuch as he [Sutter] had originally *intended* that it *should* have done so ; it was prayed that Congress would so extend his limits as to *remedy the mistake:* and it was further prayed that, inasmuch as he had once *asked* the Mexican Government to grant him eleven leagues of land, for his son ; (additional to, and adjoining his *own* eleven leagues,) which they had *failed to do*—the American Government would supply *that* deficiency, also !

The prospect of the success of this modest application—which however, in justice to Capt. Sutter, let it be understood, is the act not of himself alone, but of a few speculators who seem to make use of him as a catspaw ; and abuse his generous, unsuspecting and honorable nature ;—may be best inferred from the fate of all applicants for federal appointments in California, who had opposed the "settlers ;" from the character of the law passed at the recent Session of Congress, for "Settling Land Claims in California ;" and from the overwhelming majority by which, in the Senate, every attempt tending to deprive the "settlers" of their rights, as American Citizens, was voted down.

To our talented, indefatigable and most efficient Senator, Hon. Mr. Gwin ; to whose untiring exertions, California is indebted for this most important law ; I thus publicly desire, in the name of the "Settlers" and Miners of the City and County of Sacramento, to tender my most sincere acknowledgments ; and at the risk of offending his modesty, must farther be allowed the pleasure of adding my feeble testimony to the fact that his devotion to the best interests of the State, which so fortunately secured his valuable services at this critical period of her existence; cannot possibly be duly appreciated by those who had not the opportunity of daily witnessing his incessant labors.

Dr. Gwin, though the sole Senator upon whose shoulders rested, during the last Session of the thirty-first Congress, the care of the entire interests of California; had, by his high character and courteous bearing, secured for himself so favorable a place amongst his associates; that his wishes in her behalf, appeared to command a degree of deferential consideration which would have gratified even the oldest instead of the youngest member of the august body of which he constitutes so exemplary and prominent an ornament: and much as his able efforts—battling single-handed for our Paragon of the Pacific—have *consummated;* it is but little, compared with what he *strived untiringly to accomplish;* and which, *his* failing to effect, to the extent of his desires; simply proved that it was *beyond the reach of human power.*

Hon. G. W. Wright also proved himself the "settlers'" friend; and is entitled to our lasting gratitude for his exertions in our behalf.

The *Herald's* correspondent, "California," in his letter of Decr. 30th, 1850, says of the late Mayor Bigelow:—

"His death may be traced to the wound he received in the Squatter riots, of the 14th August, and another victim added to the list of those gone before him, the result of the vile teachings and isms of designing men."

Perhaps he will have the kindness to explain this model sentence; and inform us who and what *are* the "designing men," and "the vile teachings and isms" referred to.

He further states that the "settlers" *commenced* the attack; but this it is believed, can be *proved* to be entirely at variance with the fact.

But the following piece of intelligence is particularly interesting, as showing how supremely ridiculous men will sometimes render themselves, in making threats which they have only the disposition, without the ability, to execute. "A deep and permanent hatred is being engendered against the Squatters; and the first step which they take over the line which has been marked out for them, will end in their destruction." Pro-di-gi-ous!!! However, "California" does not appear to agree, exactly, in his statement, with that of his worthy little coadjutor, of the *Placer Times;* who, although a bright ornament of the self-styled "law and order" party; publicly announced that he had "drawn his sword, and thrown away the scabbard," long before the *Speculators'* Riot of 14th August; and who–immediately after the occurrence of that affair, which has covered them with indelible infamy—informed the world that "squatterism" was *then*, annihilated for ever, in Sacramento.

If it is not presuming too much upon the courtesy of "California;" perhaps he will be good enough, further to enlighten us as to the *location* of "the line which has been marked out;" and over which, the first step taken, will end in "destruction." The penalty is too serious a one to permit of its being incurred for want of a due knowledge of its whereabouts; if, by any means, it can be ascertained.

It would seem as if even the speculators themselves, with all their imperial injustice, tyrannical oppression, and love of Autocratic selfishness, would, still, hardly issue such a terrible edict, as through their *Heraldic* correspondent is proclaimed; without defining, at least, with *some* appearance of clearness, the boundary over which "the outside barbarians" are not to venture. In the mean time, let the poor "settlers" "hear and tremble."

Quere, Is this the *Alvarado* line, of 38° 49′ 32″; or the *Sutter* line, of 38° 41′ 32″; or the *new* line, asked to be established by Congress, so as to embrace the *ad libitum* desires of "California's" distinguished friends, and wholesale dealers in fudge, bombast and government lands?

If this important line has not yet been finally established, it is respectfully recommended that the valuable services of the following brilliant speculators be employed to aid in accomplishing the task—viz.

1st. The classical scholar who won so high a place in the estimation of the *Placer Times*, "long time ago," by declaring the sentence—"The pre-emption claim of one of the first settlers who went upon the ground as *agriculturists*,"—ungrammatical; and who enlightened the world by the announcement that the limits of the Spanish possessions in the valley of the Mississippi, never extended north of the present boundary of Missouri.

2nd. The sagacious discoverer of the important circumstance that the Spaniards compute their *latitude* from *Madrid*, instead of *Greenwich;* which explains the apparent error in the "Sutter," southern line.

3rd. The astute and acute critic of the *Alta California;* who, speaking of the pamphlet which I conceived it my duty to write, at Sacramento, last year, relative to the "Sutter" grant, says:

"Obviously, it is an anonymous attempt to establish the invalidity of certain land claims in Sacramento, but most decidedly it is a wretched and abortive attempt to establish even a reputation on the part of its propagators for common sense." And, of *course*, the opinion of so *pre-eminently* great a man *must* be correct; *that of the very highest authority at Washington, diametrically to the contrary, notwithstanding;* but which latter I regard as a sufficient reply to his further charge against the pamphlet; of its not "furnishing, in the least, satisfactory evidence of its reliability in the statements to which it gives utterance."

Perhaps, if the truth were told, its "reliability" was, from the very *first*, only *too apparent* to be agreeable.

4th. The valiant little swordsman of the *Placer Times;* the Editor of the *Transcript;* "Perkins," "E. F. G.;" *et id genus omne*, who labored so disinterestedly, and succeeded so triumphantly, in demonstrating, to the satisfaction of *every* one—*excepting the "settlers"*—the *absolute and unquestionable* validity of the "Sutter" title to the site of Sacramento.

One feature of the contest between the "settlers" and speculators—and in fact the paramount one upon which the whole matter turned—is perhaps entirely overlooked by those who may have unadvisedly, condemned the position assumed by the former.

The specious proposition of the speculators—that the "settlers" should "stand off" until it should, formally and specifically, be determined, whether any given piece of ground was public domain or not; might, possibly, appear, to those who knew nothing at all about it, a fair offer.

But before an opinion of this kind is prematurely formed —it might be well to understand the peculiar nature of the subject.

The question is not whether the title to the land in dispute, is in the speculator, or the "settler." If this was the issue, there would be less to be said in favor of the course pursued by the latter, if not against that adopted by the former.

The "settler" does not even *pretend* to have any fee in the land: but he claims the right of taking that action whereby, *alone*, he can expect to secure it, ultimately; and which course, (assuming the land to be, what it so evidently is, *public domain*,) he has the very best authority in *the laws and long-established usages of the United States*—for adopting.

Immediate action, is *indispensable*, as the *sole* means of his securing himself a prospective title.

Hence, asking him to *defer* that action, is, simply, to request that he will *forever abandon* the idea of availing himself of one of his inherent rights; and one which is, contingently, equivalent to his *absolute title*, in fee simple, to the soil.

But this action, on *his* part, does not, in the *slightest* degree, impair the *speculator's* title, be it what it may; and it is therefore relieved of any fair ground of imputation of injustice.

It must be a self-evident proposition that every separate parcel of land in California, is either public or private property: and, that, until it shall all of it have been classified under its appropriate head, by competent authority; there *must* be, of necessity, *some* presumptive rule, temporarily resorted to; to assist in guiding the action of the immense number of immigrants constantly and rapidly arriving there; and who cannot, of course, be expected either to buy land from the speculators, at their extravagant prices; nor to stand with their arms folded, and thus starve; waiting for the United States Government, with its slow and easy unconcern, to inform him where a bit of public domain can be found, upon which he may erect his cabin, and proceed to raise something wherewith to support life.

Then what shall that rule be? Either that the land is to be *presumed* public; until *shown* to be private; or else, private; until *shown* to be public.

But the latter, obviously, involves the difficulty of proving a negative; whilst the former appears to present *no* objection to its application.

Hence, assuming *that* rule to be the one adopted; what is its practical operation?

Simply, that any unoccupied land shall be regarded as subject to be taken up and improved, by any actual settler; unless *some* evidence of prior title can be shown by any other party. It certainly is not to be, reasonably, supposed that there can be *much* validity in *any* title that cannot afford *some* evidence of its existence: and until such evidence is *produced;* it can hardly appear to be *very* unjust, to assume that there *is* none.

Accordingly, if I go upon a piece of ground, and another tells me it is *his*, and produces his title; the boundaries set forth in which, obviously, do not reach the spot in question, by *many miles;* am I to be blamed for refusing to acknowledge his alleged right?

And this is precisely the case at Sacramento. Not the slightest shade of any shadow of the remotest evidence has ever yet been adduced, by *any* one; that a single inch of the ground upon which that City is laid out, was *ever* parted with;

by, or under the authority of, the Mexican, or any other government.

It would, certainly, seem to be as wise and just to reverse the universal principle that "every man is to be presumed innocent until proved guilty"—as to adopt the rule; that all the land in California is to be *presumed private*, until *proved* otherwise.

And yet, this latter is about the principle upon which the Judge of the County Court of Sacramento—himself, however, a speculator in "Sutter" lots—decided against the "settlers."

It has been alleged that Captain Sutter, when he applied, (in 1841,) to Alvarado, for his grant; was *mistaken* as to the true latitude of his Southern boundary; and that, although Sacramento City is not included within it; yet, that he *intended* to embrace, in his application, the ground upon which it stands; and, *therefore*, is now *entitled* to it.

It appears, by the records, that on the 18th of June, 1841, Alvarado makes to Captain Sutter a *conditional* grant—wherein the latitude of its Southern boundary is defined, in *so* many words; 38° 49′ 32″:—

That, August 23d, 1841, a party attached to the U. S. Exploring Expedition,* visited Captain Sutter, and determined the latitude of the site of his fort (which is now within the limits of Sacramenty City)—to be 38° 33′ 45″:—and, that March 9th, 1844, Col. Fremont was there; and, according to his observation, made the latitude 38° 34′ 42″.

It must then be very obvious that Captain Sutter had the most favorable and satisfactory *means* of knowing, that his Fort was *not* included within the latitude defined by Alvarado: and if he chose to remain, *with* this knowledge; from the year and almost the month of his grant, without manifesting any desire to have the definition of the line altered; is it not fair to assume that he, either, *did not desire* its change, or else, that he was so indifferent about it, as to have nobody but himself, *now*, to blame, that his limits do not include Sacramento City? Suppose Sacramento City; instead of being where it is; had *happened* to be located just within the *Northern* boundary of the "Sutter" grant; will any of the speculators have the goodness to say whether they would, *then*, have taken so much pains to endeavor to prove that the *true* position of that line was ten or fifteen miles *south* of where the grant establishes it?

Gentlemen, pray don't all speak at once!

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* Commodore Wilkes, speaking of this occasion, in his Narrative, says "He [Capt. Sutter] has obtained from the Government a *conditional* Grant."

As has been already stated, the Grand Jury for the County of Sacramento found a true bill against me, on the charge of obtaining money under false pretences—in simply *having received* (less than ordinary) *payment for services in surveying lots on the public domain ;* and the little editor of the *Placer Times*, in his servile and mercenary readiness to please his wealthy patrons—forgetting that *truth* is one of the most indispensable attributes of a *gentleman*, and ever prompt to do the bidding of those who can *pay him best*—malignantly announces to the world the fact of the aforesaid finding. But not content with that, gratuitously, and (as he himself well knew) most *falsely*, asserts that I had " sold lands," " which lands have subsequently proved to be the clear property of others ;" and speaks of my acts, in the capacity of a mere surveyor, as " swindling operations." And as I am ready to acknowledge that I am as much responsible as, if not more than any other person for exhibiting to the " settlers" generally the character of the " Sutter claim," I am perhaps one of the " designing men" whose " vile teachings" your correspondent " *California*" alludes to, in *his* denunciatory remarks.

Having had some little experience in frontier life prior to my arrival at Sacramento, and naturally feeling a sympathy for the *settlers*, they sought my opinion relative to the alleged validity of the "Sutter" claim to the land in and around Sacramento city. Accordingly, I freely told them, from the first—although *pecuniary* considerations would of course have obviously prompted my siding with the *speculators*—that I considered the title incomplete ; but, after having had the opportunity of examining a copy of the *Grant*, I was satisfied, *beyond all doubt*, that the soil in question was the property of the United States. I then published a copy of the Grant, with the grounds of my opinion ; so that the speculators, as well as the " settlers," might decide for themselves as to its correctness ; and the following extracts, taken from said publication, I desire here to place on record, side by side with the serious charges which have been made against me ; being perfectly satisfied to let time determine whether the enemies of the " settlers" have thereby injured *themselves*, or *me*,—and the cause which I have used my feeble abilities, to the extent of my power, to vindicate,—the more. If the accusations of the speculators against me are true, it must be obvious that the " *settlers*" are the only persons whom I have imposed upon ; and to them I most cheerfully appeal, to decide whether my acts have proved me their friend or their foe.

Extract from Capt. J. A. Sutter's application to Governor Alvarado.

"He, therefore, requests that your Excellency, in virtue of the faculties with which the laws invest you, would be pleased to grant his petition; and, at the same time, *interpose your powerful influence with the Supreme Government of the Nation, for the purpose of obtaining its superior* APPROVAL.

"Monterey, June 15th, 1841."

Extract from Gov. Alvarado's Grant.

"I have, in conformity with the powers conferred upon me, in the name of the Mexican nation, granted to the said Mr. *Augustus Sutter*, by these presents, for himself *and his colonists*, the said land, named New Helvetia—*subject to the approval or disapproval of the Supreme Government, and of the most excellent Departmental Junta;* under the following conditions:

"1st. He may inclose it, &c.

"2d. He shall maintain the native Indians, &c.

"3d. The land granted to him, consists of eleven square leagues (sitio de ganado mayor), comprehended in the extent designated in the plot which accompanies the expediente; *without including the lands inundated by the impulse and currents of the rivers:*—its boundaries being, on the North, the Three Peaks, and latitude 39° 41′ 45″ North; *on the East, the margins of the river De Los Plumas; on the South, latitude* 38° 49′ 32″ *(thirty-eight degrees, forty-nine minutes, thirty-two seconds) North;* and on the West, the river Sacramento.

"4th. *When this grant shall be confirmed*, he will ask the respective magistrate for possession of the land, in order that it may be measured according to law; the surplus being left to the benefit of the Nation, for the uses which may be required.

"I therefore command, that, holding this title to be firm and valid, a record be made in the corresponding book, and the expediente *be forwarded to the most excellent Departmental Junta.*

"Thus I, Juan B. Alvarado, Constitutional Governor of the Department, have commanded and signed, whereof I give testimony.

"Monterey, 18th June, 1841."

Extract from the published opinion of J. Plumbe upon the validity of the Grant.

"It is alleged that the '*approval*' 'of the Supreme Government, and of the most excellent Departmental Junta,' is not necessary to the consummation of the grant.

" But it would seem impossible to reconcile this view of the subject with the phraseology of the papers themselves ; wherein Mr. Sutter, first, asks the Governor to '*interpose your* (his) *powerful influence with the Supreme Government of the Nation, for the purpose of obtaining its superior approval;*' and then the Governor makes the grant ; but expressly '*subject to the approval or disapproval of the Supreme Government and the most excellent Departmental Junta.*' He further says (in article 4th), '*When this grant shall be confirmed,*' &c. ; which would certainly seem to imply that 'Mr. Augustus Sutter' is not authorized to '*ask,*' even ; far less to *take* '*possession* of the land in order that it may be measured according to law,' until *after* the time '*when* this grant shall be *confirmed.*'

" And the Governor, farther, commands that '*the expediente be forwarded to the most excellent Departmental Junta.*'

" But even had the grant ever been *confirmed ;* it still would not appear to give the land to Mr. John Augustus Sutter *alone*, but to 'Mr. *Augustus* Sutter *and his colonists,*' *jointly*. Neither would it seem to convey '*the lands inundated by the impulse and currents of the rivers.*'

" Admitting the grant, however, to be *valid* in *all* respects, and *ratified* by the United States, the question arises, *where* does the land *lie* which Capt. John Augustus Sutter would own, *in virtue* of said grant ?

" Does it lie *inside* or *outside* of the boundaries defined, expressly, clearly, and distinctly by the language of the grant ?

" If it is safe to assume that of necessity, it *must* lie *within*, and *cannot* lie *without* said boundaries, it would seem that the only point farther to be determined is, whether those boundaries *do* or *do not* embrace the land upon which the City of Sacramento is laid out.

" The grant says, the boundary 'on the west' is 'the River Sacramento ;' and 'on the east, the margins of the River De los Plumas.' Therefore the land *must* lie *between* the rivers Sacramento and De los Plumas, and *cannot* extend *below* (or *south* of) the *mouth of the latter.*

" But suppose the mouth of the De los Plumas (or Feather) River, instead of being several miles *north* of Sacramento City, had been as far *south* of it ; we still have the southern boundary, *explicitly given*, in language as plain as words could render it.

" The grant declares the line to be, 'on the *south*, latitude 38° 49′ 32″ *(thirty-eight degrees, forty-nine minutes, thirty-two seconds)* north ;' and it must therefore be obvious that the said grant, however valid, cannot include any land lying *south* of the said line of latitude.

"Capt. Sutter's *own* definition of his southern boundary, as appears by a standing 'Notice to Squatters,' which has been regularly published in the *Placer Times*, at Sacramento City, ever since April, 1849, is in these words, viz: 'Latitude *thirty-eight degrees, forty-one minutes, and thirty-two seconds;*' which is exactly *eight minutes* farther *south* than the *grant* gives him.

"But, admitting that the United States will confirm Capt. Sutter's title, not only to all the land included within the limits defined by the Mexican grant, (so called,) but to all that *he himself* appears even to *claim;* the question recurs, will his title, even *then, embrace the ground upon which the city of Sacramento is laid out?*

"It is a self-evident proposition that it can *not* embrace it, provided the said City lies *south* of the southern boundary, not only of the *grant*, but also of even the *claim.*

"Col. Fremont, in his Report to the Senate of the United States, June, 1848, gives the latitude [taken March 9th, 1844] of New Helvetia—now Sacramento City—as 38° 34′ 42″ *(thirty-eight degrees, thirty-four minutes, forty-two seconds)* North; which corresponds with the Report of the U. S. Exploring Expedition in 1841.

"According to these authorities, therefore—which it is presumed no one will be disposed to question—Capt. Sutter's *grant*, assuming it to be *valid*, does not reach Sacramento City by at least *fourteen miles:* whilst his *own claim*, above referred to, does not reach it by upwards of *six miles.*

"In all cases where cities or towns have been laid out upon any of the *public lands of the United States*, Congress has secured the *right of pre-emption to every occupant of a lot;* and no doubt can be entertained of its extending to the enterprising citizens of distant California, the benefits of the *same* principles of mere justice, as have, heretofore, been enjoyed by those of Iowa, Wisconsin, and other States.

"Sacramento City, April, 1850."

I am, Sir, very respectfully,
Your most obedient servant,
JOHN PLUMBE.

New York, April, 1851.

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THE PUBLIC LANDS IN CALIFORNIA.

REVIEW

OF THE

Bills before Congress for Enlarging the Grants

FOR THE

BENEFIT OF THAT STATE.

Two bills have recently been introduced into the Senate of the United States, the objects of which are to confirm the claims, locations, and sales of United States lands within California, made by that State under her own laws, and to allow the purchasers of lands from Mexican grantees, whose private claims have been rejected by the United States courts, to obtain the title of the United States to the same lands, to the exclusion of other purchasers, and of pre-emption and homestead settlers.

The latter object relates so exclusively to public policy, and to the maintenance of the pre-emption and homestead laws, as applicable to California, that it would scarcely be proper for the writer to discuss that subject at any length.

Reverting to the other object of the bills referred to, Senate bill No. 187, and Senate bill No. 206, the bills being almost identical—bill No. 187 is quoted as follows:

"Sec. 1. *Be it enacted*, *&c.*, That the claims, locations, and sales of land made by the State of California prior to the passage of this act by authority of said State, and under the several acts of the Legislature of the State, for the sale of the five hundred thousand acres of land granted by Congress for the purpose of internal improvement; the sixteenth and thirty-sixth sections, or lands in lieu of the same devoted to the purpose of education; the lands granted by Congress for seminary purposes, and for an agricultural college; the lands, denominated swamp and overflowed lands; and the lands granted for the erection of public buildings, are hereby confirmed; *Provided*, That whenever any citizen of the United States, or any person who may have declared his intention to become such, shall have settled upon any legal subdivision of such lands not exceeding one hundred and sixty acres, and become entitled to a pre-emption under the laws of the United States, the same shall be subject to the laws of the United States for the disposition of the public lands; *And provided further*, That all locations shall, whenever necessary, be made to conform to the surveys of the public surveyors of the United States.

"Sec. 2. *And be it further enacted*, That in regard to all cases where such settlers have located upon tracts of the classes of land referred to in the first section of this act, it shall be the duty of the Commissioner of the General Land-Office, immediately after the passage of this act, to instruct the local land officers to send up, after full investigation, all such cases to the General Land-Office for final disposition and determination; and that if such final disposition shall not be made within one year from and after the receipt at the General Land-Office of the official report of the State sales which are referred to in the first section of this act, then the title of the State of California to such subdivisions of land shall be final and complete."

Sec. 3. &c., &c.

What is the necessity for this legislation? It is my purpose to indicate briefly the reasons why it is desired, and why it should be denied.

Why is it desired?

California was admitted into the Union, September 9, 1850. Thereupon the State, under section 8th of the act of September 4, 1841, (Stat., vol. 5, page 455,) became entitled to 500,000 acres of public land within her boundaries for internal improvements, to be "located in parcels conformably to "sectional divisions and subdivisions of not less than three "hundred and twenty acres in any one location," except

&c. * * "Which said locations may be made at any time "after the lands of the United States, in said States respectively, shall have been surveyed according to existing laws."

The act of 28th September, 1850, granted to the States having public lands within their borders, "the whole of the "swamp and overflowed lands therein, made unfit thereby for "cultivation," &c., and made it the duty of the *Secretary of the Interior* to make out the lists and plats of the lands and cause patents to be issued therefor. Section 3 directed that in making out the lists, "all legal subdivisions, the greater "part of which is wet and unfit for cultivation, shall be "included in said lists and plats, but when the greater part of "a subdivision is not of that character, the whole of it shall "be excluded therefrom." (Stat., Vol. 9, p. 519.)

Under the laws thus referred to, all the land States have received, or are receiving, the granted lands, and the titles of all, so far as selections have been made and approved according to law, are completed by patents, or by the certificates of the Commissioner of the General Land-Office, which are made equivalent to patents. (See act, August 3, 1854, vol. 10, p. 346.) Where the acts of Congress are observed, in adjusting the grants, the States receive their dues, and there is no need of confirmatory acts of Congress. It should be observed that the laws cited above clearly restrict the adjustment of the grants to the basis of the United States surveys, and hold the management of it under the control of the executive officers of the United States.

But the State of California, by a State law, passed May 3, 1852, as the writer is advised, not having it before him, authorized the survey and location of State warrants which she issued for lands granted for internal improvements, upon the *unsurveyed* lands of the United States. This act remained in force till 23d April, 1858, when it was repealed, and another substituted, by which the State proposed only to grant a perfect title, after its locations had been approved by the United States. On the 18th April, 1859, it was again enacted by the Legislature, that "persons holding school land "warrants may locate the same upon any of the unsurveyed "lands of the United States, subject to such location," &c., thus assuming and advertising to her citizens that *unsurveyed* lands were subject to such location, when in fact they were not.

Under a law of California, passed April 10, 1858, the State instituted a State Land-Office, a Surveyor General, and other officers, "for the purpose" (as defined in section one) "of ascertaining, protecting, and managing the title "and claim of the State to any lands within its limits derived "by grants from the United States or in any other manner." This act was quite full and complex in its provisions, regulating the duties of the Register of the State Land-Office, the surveyors and other officers. I quote from section 6: "When "any county surveyor or other agent of the State shall survey "or locate, in accordance with law, for parties requiring the "same, any portion of the domain of the State," &c., &c.

Sec. 7. "The purchaser or purchasers of any lands of the "State * * * * shall present such plot and field notes "to the county treasurer, approved by the Surveyor General, "as aforesaid, and at the same time pay to the county "treasurer such price for the land described as has been or "may be fixed by law," &c.

The State law of 28th April, 1855, had required persons desiring to buy the swamp land from the State, to cause the land to be surveyed by the county surveyor, who should make a plot, &c., and to pay one dollar per acre therefor, to the county treasurer. The law was in part reënacted, and these features retained, April 21, 1858.

The laws of California are so numerous, conflicting, and little known to the writer, that it is not practicable to speak with great certainty in regard to them. But as to the swamp lands in that State, the State has wholly disregarded the law of Congress requiring the lands to be set apart according to subdivisions of the public surveys, by the Secretary of the Interior, and has attempted to survey and sell these lands herself, though she did, by one act, May 12, 1862, direct the Register of the State land-office to cause to be prepared a list of the lands sold or claimed by the State, and to file the list and proofs supporting it with the United States Surveyor General, or Register of the proper land-office. By this means, some knowledge of the claims of the State to swamp lands may be brought home to some of the United States officers; but the knowledge is probably indefinite and unsatisfactory, for in the table No. 5, accompanying the annual report of the Commissioner of the General Land-Office for 1864, (p. 45,) it will be seen that there is a blank opposite to California, though twelve other States, who received the grant at the same time, have obtained lands by millions of acres, making an aggregate of over fifty-eight millions of acres.

In regard to selections of sections 16 and 36 for schools, pledged to the State by section 6 of the act of the 3d March, 1853, and the indemnity provided by section 7 of the same law, (Statutes, vol. 10, pp. 246, 247,) a like confusion has been induced by the course of State legislation. Under statutes of April 23, 1858, and April 22, 1861, and perhaps other laws, sections 16 and 36 were located for unsurveyed townships by State or county surveyors, and selections of lands, both surveyed and unsurveyed, were made as school lands, in lieu of sections of those numbers in townships so covered with private grants as not to be entitled to any indemnity under the 7th section of the act of Congress of March 3, 1853, and the act of May 20, 1826, therein mentioned. The evils of this loose system were probably fully developed when, by a State law of April 1, 1864, it was enacted that "so much "of the laws of this State as allow the selection in lieu of "sixteenth and thirty-sixth sections of lands which have "not been surveyed by authority of the United States, are "hereby suspended."

The writer has not means of ascertaining the quantities of land claimed by California under the three laws cited, viz: 4th September, 1841, September 28th, 1850, and 3d March, 1853. Mr. Holden, a member of the State Assembly, in a speech, January 3, 1866, said the State had sold over one million and a half acres, but did not state the quantity claimed and unsold. Mr. Hunt, another member, illustrated the exuberance of the State land warrant issues by saying, that speculators had bought these warrants *by the bushel*, and he knew one who had floated these warrants over a whole valley.

The State has several times passed laws to confirm its sales, thus made contrary to laws of the United States, and if there is any honor in persisting in wrong, she stands in honor pledged to make good the bad titles she has sold. Hence the demand for the passage of bills by Congress to sanction all that has been done, whilst a knowledge of the extent of the transactions cannot be reached, and it is only clear that whatever may be their extent, they are and have been wrong all the time.

Governor Low, in his late message, Dec. 4, 1865, to the California Legislature, touches this matter in a spirit of fairness on the California side of the case, which leads me to quote his words, as follows:

> "I herewith transmit the report of the Surveyor General and Register "of the State land-office for the years 1864 and 1865, showing the "transactions for the two years in lands claimed as belonging to the "State. From this report you will learn the various points of contro-"versy between the officers of the United States and the State of "California, in regard to vesting in the latter a title to lands claimed by "her under the various acts of Congress.
>
> "In the almost inextricable state of confusion to which our land matters "have been brought, the settlement of these points of difference between "the United States and the State, so as to secure to California and the "people who have purchased lands of her their just rights, does not "seem clear. It is, I imagine, doubtful if any decision can be obtained "from the Commissioner of the General Land-Office, or the Secretary "of the Interior, which will convey a title to the lands in dispute, or to "those already sold by the State. Our only remedy lies in future "legislation by Congress to validate what is now invalid in the sales "already made, and settle all conflicting opinions regarding the rights "of the State under the various acts of Congress making donations of "land."

The difficulties of California's position in the premises are thus briefly stated by her Governor, and it is his privilege to view the matter in the interests of California. But how should they be viewed by the Congress of the United States?

The State was admitted into the Union upon the "express "condition that the people of said State, through their

"Legislature or otherwise, shall never interfere with the "primary disposal of the public lands within its limits, and "shall pass no law and do no act whereby the title of the "United States to, and right to dispose of the same, shall be "impaired or questioned."

In violation of this stipulation the State, from that day to this, has passed laws by the score which interfere with the disposal of the public lands by the United States, and as far as it could be possible, nullify the administrative provisions of the acts of Congress making the several grants. She has established land-offices, and made sales of lands in advance of adjustments of the grants to her by the Federal officers, and now asks that her revolutionary measures in this respect shall be sanctioned by Congress.

First and most important, it should not be done for reasons of state. Congress ought not to encourage any State in disregarding Federal laws, and establishing her own statutes to thwart and contravene them.

Second, for financial reasons it should not be done. It is folly to suppose that California proposes to make nothing by securing such a law. The advantage to her may be equal to five or ten million of dollars, and the disadvantage to the United States a like sum. It is very certain that her claims are and will be far greater than the present laws of Congress allow, and that all provisions to limit them will be futile, for there is no limit of quantity to the swamp grant; and the school grant, as she now claims it, would amount to five or six million of acres.

Should existing swamp claims be confirmed, the confirmation would be no bar to the continued administration of the grant hereafter, according to law, and would be an encouragement to California to go on for ten years more in her grasping and illegal course, in the hope of securing another confirming act.

If the State is seeking only what she is entitled to by existing laws, let existing laws be administered, and she will receive all her dues, and all that other States have received under the same laws. But she wants more than her dues. Until 1858 or 1859, the United States sold no land within her boundaries. The State, however, commenced her sales at an early period of her history. The United States for years continued surveying, and established land-offices, but realized no money before 1859, and not a great deal since.

The financial operation thus far may be stated as follows:

Actual cost to the United States of surveys of public lands and private claims in California, from 1853 to the latest official statements	$1,314,534 22
Annual average expense of Surveyor General's salary, clerks, and office, for California, $20,000 per year	240,000 00
Annual average expense of Registers' and Receivers' salaries, offices, commissions, &c., in California, $25,000 per year	300,000 00
Outlay by the United States	$1,854,534 22
Actual receipts from sales of public lands in California since 1858, and up to latest official statements	520,756 26
Present deficit	$1,333,777 96

In other words, the income from sales has been less than the salaries and commissions of officers, clerk hire, and incidental expenses, leaving the item of nearly a million five hundred thousand dollars, invested in surveys in California, that has, as yet, yielded no return. This unfortunate financial result is manifestly in great part due to the fact that the State, up to the latest advices, had sold more than double the quantity of land, and received more than double as much money from sales as the United States.

A report of the Committee on Public Lands to the General Assembly, January 3, 1866, states the quantity of land sold by the State at about 1,500,000 acres, and the payments of purchase money thereon at over $1,200,000, against $520,000 received by the United States in the same time. We may hazard the conjecture, that if we had before us the tables exhibiting the annual cash receipts from sales of lands by the State and the United States, we should find one falling off as the other rose; the State sales diminishing as the United States sales have been rising. And why will these State sales decline? Because the State titles are imperfect, and purchasers now understand the fact, and will not buy of the State, but of the United States. To change this, to cut off all receipts by the United States Treasury from sales of lands in California, and make the State again the recipient of the annual income from sales of lands within her limits, it is only necessary to pass one of the bills now under review.

Again, a portion of the State sales have been made on credit, at high rates of interest. Confirm her sales, and she will be able to collect the deferred payments and interest on those sales, and this will bring in a large income into her treasury—say two to three hundred thousand dollars per annum. While the State is taking such sums for lands, the United States could sell but a small fraction of land per year. But if the United States remains firm in the determination not to sanction the past interference by California with the sales of the public lands within her limits, the money which parties have agreed to pay to the State will be paid to the United States, and the purchasers will get good titles, with the same or less expense. The only difference in that respect will be, that the Federal Government in the one case will get the money, and the State will get it in the other.

3d. The bills ought not to pass because they would concede to California more than the existing laws allow, and what the existing laws do not allow. This is particularly true of the selections in lieu of sections 16 and 36, many of which are believed to have no foundation in law, and to be largely in excess.

The United States, by provisions in sections six and seven of the act of 3d March, 1853, (Stat. vol. 10, pp. 246, 247,) has provided that the authorities of the State may, according to an act approved May 20, 1826, select indemnity in lands for the benefit of townships in which sections 16 and 36 are deficient by reason of reservation for public use, or sale to pre-emptors, or have been taken for private claims.

It is claimed by the State that this grant "embraces one-"eighteenth of the whole area of California." Repeated efforts have been made to obtain the sanction of the General Land-Office and of Congress to this stupendous claim, but hitherto they have been unsuccessful. The Commissioner of the General Land-Office deserves the thanks of the country for the firmness with which he has adhered to the law and resisted these illegal demands of the State.

The proceeds of sections 16 and 36 belong *exclusively* to the inhabitants of the township in which they happen to lie, or to be deficient, and not to the people of the State at large. This is the requirement of the acts of Congress, and also, I think, of the California act of April 22, 1858.

But it has been claimed by the State that she may *now, in advance of the existence of townships*, and even if it be certain, from natural causes, that townships never will or can exist, select lands to the quantity of one-eighteenth of the whole State. (See report of State Sup. and of Pub. Instruction, Dec. 31, 1862, p. 18.)

By the laws of the United States, sections 16 and 36 go directly to each township. Where the lands exist in place, no selections can be made, but where the sections are deficient the township has indemnity, the amount being fixed by act of Congress of 20th May, 1826. (Stat., vol. 4, p. 179.) If no township exists no grantee exists, for the State is but a trustee. But beyond this, if the State now be allowed to select indemnity for sections 16 and 36 in unsurveyed and mountainous districts, limiting the amount to one-eighteenth of the area of the State, what can be done for townships that may hereafter be set off by public surveys, and have a population entitled to said sections 16 and 36? The fact that Congress has confirmed illegal selections in 1866, in advance of the right of the townships to the lands, will not cut off, satisfy, or bar the right of such townships, to take the 16th and 36th sections within their limits, or to have legal indemnity, if the sections are then found to be deficient, reserved, or sold.

Congress cannot now limit the quantity to one-eighteenth, or, by such legislation, destroy the right of a township that may be surveyed and organized ten or fifteen years hence.

California is now claiming for schools lands that were never granted or promised; and if this claim is recognized by Congress, it will take all the best surveyed land in the State to satisfy it, leaving the United States without income from sales, and with little in the market that will sell.

In regard to the selections of the lands called swamp and overflowed, it is enough to say that on the 27th April, 1863, the State established the price of its so called swamp lands at "one dollar per acre in gold or silver coin."

It is idle to suppose that land selling for one dollar per acre, in coin, is "wet and unfit for cultivation;" that is, practically worthless in a state of nature—whilst thousands of acres of good land are in the same market subject to location with military warrants, which sell for seventy-five cents per acre in currency.

The lands claimed by California as swamp and overflowed are probably the best lands in the State, rendered, by periodical overflow, more valuable and better fitted for cultivation in that climate, than if never overflowed—lands certainly not of the description granted by the act of September 28, 1850, but river bottoms of great fertility, among the most desirable in the State for agricultural purposes, and all the better, because subject to occasional overflow.

That such is the fact, we have only to refer to the introduction by a representative from California, in the House of Representatives, of a bill, No. 403, March 19, 1866, by which it is proposed to grant to California ALL THE "DRY LANDS" IN THAT STATE in order to reclaim them by the construction of works necessary for irrigation! We quote section 1 of that bill: "*Be it enacted, &c.*, That to enable the State of "California to reclaim the *dry and sterile lands* therein, by "constructing ditches, canals, aqueducts, or other works "necessary for irrigation and reclamation, the *whole of such* "*lands* which shall remain unsold at the passage of this act, "shall be, and the same are hereby granted to the State."

If we combine the two projects of confirming to California all the wet lands in the State because they are too wet for cultivation, and granting to her all the dry lands in that State, because they are too dry in a state of nature, our arithmetic is simplified, and we can reach the aggregate

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quantity of the two projects, as follows: Aggregate of all the wet and all the dry lands, equal to the total area of that State. Square miles in the State, one hundred and eighty-eight thousand, or one hundred and twenty million three hundred and twenty thousand acres of land.

Should both these projects pass into statutes, the United States, with the permission of California, could still continue her expenditures for surveys and salaries of officers there, and should any difficulty be anticipated from an apprehension that the Indian reservations would no longer remain under control of the United States, that apprehension may be quieted by a knowledge of the fact, that California, by an act passed May 14, 1862, has enacted that "all lands belonging to this "State, and situated within any Indian reservation belonging to the United States in this State, are hereby granted "to the United States for the use of said reservation," &c.

So long, therefore, as the lands are used for Indian purposes, the United States will, under this law, be entitled to the possession of them.

There is but one remark more: We have passed by all objections to the details of these bills, and directed these remarks against the enacting clauses. The objects sought are, in the judgment of the writer, so intrinsically bad, that no amendments or provisos can restore the bills to convalescence. It is useless therefore to discuss devices intended to make the bills less bad than they would be without them.

WASHINGTON, *March* 23, 1866.

11

MEMORIAL.

To the Honorable, the Senate and House of Representatives of the United States of America, in Congress assembled:

GENTLEMEN:—Those of your fellow citizens who have purchased in good faith and for a valuable consideration, the lands of the Rancho Soscol, situate in the counties of Solano and Napa and State of California, who see their homes and their all about to be wrested from them by the recent adverse decision of the Supreme Court of the United States touching that rancho, appeal to your Honorable Bodies for relief. They are impelled by the universal opinion of all good citizens of the State of California, acquainted with the facts, in sympathy with their hardships and in approbation of the justice and equity of their requests. By the expressed opinions of those eminent jurists, Justices Grier and Wayne, as set forth at length, in their several documentary opinions in the case whereon the title to Soscol was tried. By the knowledge of the undoubted right of their position and their reliance upon the disposition of your Honorable Bodies to do justice to all citizens of the Republic, however humble, to carry out in good faith the treaty of Guadalupe Hidalgo, and to protect rights, or supposed rights, acquired in the faith of that treaty, and the decisions of the tribunals established for the investigation of land claims in California.

They beg leave to refer your Honorable Bodies to the different papers accompanying, in support of their position. There will be found an able and succinct statement, prepared by Mr. R. C. Hopkins, a gentleman connected with the custody of the Mexican Archives from the formation of the Board of U. S. Land Commissioners, than whom no person in California is more competent to exhaust the question he discusses. There will also be found all material proceedings in the case before the Land Commission and District Court of the United States, for the Northern District of California. The opinions of Justices Grier and Wayne, of the Supreme Court of the United States, with the latter of which is incorporated the opinion of Mr. Justice McAllister of the California Court.

There will also be found the depositions of sundry citizens of California, of standing and respectability, upon the subject; a memorial from sundry purchasers under the title, with map in the hands of the Delegation from California, and other matters; all of which combined, present a mass of proof of the equity of the claim, which may well be deemed invincible.

It may be asked why was the additional proof here presented, not offered before the courts? In answer, it must be said, that the claim was so universally conceded to be just and genuine, that opposition thereto was so purely nominal and technical, that the grantee and his assignees were lulled into a false security, from which they were rudely awakened by the action of the Supreme Court, based upon objections, as Mr. Justice Grier remarks, suggested in that tribunal for the first time.

It is not, however, proposed to argue this case. Your petitioners simply offer the facts of the case for consideration, throwing themselves upon the justice of Congress—upon its generosity—if that may be called generosity, which does not embarrass the donor, but which gives comfort, peace, home—nearly all, in fact, that renders life desirable—almost life itself to the donee.

They pray *that*, in the proper and just exercise of Congressional power, the title to the rancho may be confirmed to the assignees of General M. J. Vallejo, confidant that their reliance is not misplaced.

Your petitioners with respect and submission, trust their fortunes in the keeping of your Honorable Bodies.

[Signed,]

John B. Frisbie,
D. N. Hastings,
L. B. Dell,
Jabez Hatch,
S. C. Hastings,
Andrew Goodyear,
Jacob R. Daniels,
Thomas P. Madden,
John M. Neville,
W. W. Chapman,
W. F. Peabody,
P. W. Dillon,
John Knight,
A. P. Ryenson,
John Curry,
John Kelly,
John Burcham,
Joseph Fisher,
John Gerager,
Charles Deming,
I. Francis Deming,
Manuel Vera,
Andrew Hunter,
James Hunter,
John Finnell,
Simpson Finnell,
John Clinkimberd,
Thomas Burrill,
John Thomas,
Thomas Evans,
Perry Durbin,
Mary C. Harbin,
Leonard Schouse,
Christian Raven,
C. A. Eastman,
James Logan,
Charlotte Dennison,
Daniel Williamson,
Edward H. Roe,
Henry Hannibal,
Levi C. Frisbie,
Thomas Mathews,
Ira Austin,
Stephen Klink,
Nathaniel Klink,
Sylvester Woodbridge, jr.,
Edward Frisbie,
Thomas Morzan,
B. C. Whitman,
W. S. Wells,
Charles Ramsey,
Henry Blackman,
Louise Van Loon,
Robert Sheehy,
Samuel Randell,
Patrick Carroll,
John Watson,
Peter D. Baly,
Hannah Davis,
Benjamin Walls,
Alexander B. Grogan,
F. S. Spring,
Faxon D. Atherton,
Thomas S. Page,
G. Poor,
Charles Buckhardt,
F. P. Wyman,
Simpson Thompson,
Edward McGeary,
J. W. Jones,

L. C. Fowler,
J. F. Houghton,
John Stilks,
Perry Shouse,
A. Powell, jr.,
John M. Bowles,
Peter Fagan,
John Tomy,
Isaac Lankershim,
Beemas & Hynes,
James Hill,
James Thompson,
Eleazer Frisbie,
Patrick Fogarty,
James Glassford,
Mary Fall,
Mary Williams,
Thomas Thompson,
John Brownlee,
Joseph Wilson,
John Halliman,
C. S. Place,
George Reeves,
R. C. Gillespie,
Geo. Watson,
John Williams,
Robert Brounlee,
John Wilson,
Rudolph Miller,
J. C. Rounds,
J. B. Thomas,
C. A. Morse.

STATEMENT.

In setting forth the historical facts found in the archives, which prove beyond question, the genuine character of the grant by Governor Micheltorena to General Vallejo, of the Rancho of Soscol, and that Governor Micheltorena had authority to make such grant, by virtue of the extraordinary powers conferred on him by the Supreme Government, it will be necessary to consider:

First. The high official positions occupied by General Vallejo under the Mexican Government, in California, and his confidential relations with the Supreme Government.

Second. Large indebtedness of Mexican Government to General Vallejo, on account of loans, from time to time, made by him to the government.

Third. Extraordinary powers conferred by Supreme Government on General Micheltorena.

Fourth. These powers not subsequently revoked, nor his acts under them, at any time criticised by the Mexican Government.

Fifth. *Bona fides* of grant by Micheltorena to General Vallejo, of Rancho of Soscol, proved unquestionably by archives.

Sixth. The same corroborated by unimpeachable oral testimony, and possession also proved by same.

Seventh. After a rigid investigation of claim, before the Courts of the United States in California, grant confirmed.

Eighth. Under these guarantees by the government, through the Courts of the United States, third parties, in good faith, have acquired vested rights in said rancho.

Ninth. Injustice and hardship of disturbing the same.

OFFICIAL POSITION OF GENERAL VALLEJO.

General Mariano Guadalupe Vallejo belongs to one of the most influential families of California; his father, Don Ygnacio, emigrated, in early life, from Spain to this coast, where he soon after married a daughter of one of the principal families of the country.

Don Mariano appears to have manifested an early proclivity for war-like pursuits, for we find him, in boyhood, engaged in military studies, and doubtless receiving, in that branch, the best education the country afforded; and inasmuch as the government, at that time, partook largely of the military character, he very soon became identified with the political history of the country, and ever occupied a prominent position in the same, up to the time of the American conquest.

The journals of the Departmental Legislature show, that on the 1st of September, 1827, General Vallejo was elected a member of that body, and the proceedings, from day to day, also show, that he took an active part in the debates and proceedings of the same.—(Appendix A.)

Thus we find General Vallejo, at that early period, notwithstanding his youth, occupying a responsible and honorable position in the counsels of his country; and too, it would seem, that the confidence placed in him at that early age, was not afterwards withdrawn by his countrymen, or the subsequent Governors of California, for we find him occupying a high official position during the administration of Governor Figueroa, and often encharged with difficult and important trusts by that intelligent and patriotic statesman.

Nor was it alone from the government of the remote department of the Californias, that General Vallejo received testimonials of confidence, for we find, that in 1839, he received a commission from the Supreme Government, as Military Comandante of Alta California; this appointment was given him, in consideration of the services he had rendered the country, in defending it against the incursions of savages, and for the good offices he had performed in the establishment of order in the department.

It does not appear that General Vallejo sought this appointment at the hands of the President; it is but fair then to presume, that it was given to him voluntarily, in consideration of personal services to the country, and because it was deemed that his appointment would be beneficial to the department.

However the character of General Vallejo, in common with that of other Mexican officials in California, may have been assailed by American people, often without cause, and too often from motives of grasping interest, rather than from a love of truth, or an abhorrence of falsehood. I say, however he may have been judged by this tribunal, it is clearly apparent, from the history of the country, that he was ever looked upon by his countrymen, by the Government of California, and by the Supreme Government, as worthy of the high positions he held under the Mexican Government.

INDEBTEDNESS OF MEXICAN GOVERNMENT TO GEN. VALLEJO.

Whether General Vallejo received any considerable amount of property from his father's estate, or whether he acquired the same by his superior intelligence and activity, it is unnecessary to inquire; one thing however is certain, that early in life he became a man of large means, for on various occasions, we find the government applying to him for pecuniary assistance; and too, we sometimes find him volunteering to loan the government large sums of money, and there can be no doubt but that, at the date of the grant of the Soscol, the government was indebted to him in a large amount. This fact is clearly proven by the letter from General Micheltorena to General Vallejo, forwarding the grant under consideration, in which we find the following significant language: "I herewith forward to you the title of the place named Soscol, the government regretting that it cannot accept the first of your offers, for the reason, that the Supreme Government has ordered a suspension of the payment of all debts accruing before the first of October, 1841;

which suspension was to continue till the public treasury should be relieved."

It is clearly manifest from this, that General Vallejo had proposed to Governor Micheltorena, to take the Rancho of Soscol in payment of a debt owing him by the government, and which indebtedness had accrued before the 1st of October, 1841; which proposition Governor Micheltorena could not accept, because the Supreme Government had ordered a suspension of the payment of all debts contracted before that time on account of the government.

It is therefore clearly shown, that at the date of this grant, the government was indebted to General Vallejo, on account of loans, made before the 1st of October, 1841.

Much testimony might be gathered from the archives, to prove this statement, but it is deemed that the documentary proof set forth in Appendix "B," will be sufficient on this point.

EXTRAORDINARY POWERS OF GENERAL MICHELTORENA.

On the 10th of February, 1842, Don Manuel Micheltorena was, by the President of Mexico, appointed "Comandante General and Inspector of Alta California."

From the latter part of the year 1836, up to this time, the Department of California had been in a very unsettled condition; in fact, during a portion of that time, it had been in a state of *quasi* independence. This condition of political affairs, and the remoteness of the department from the seat of the Central Government, made it a matter of the greatest importance for the Supreme Government to have a reliable agent at the head of the California Government.

General Micheltorena appears to have possessed, in an eminent degree, the qualities necessary to recommend him to the confidence of the Supreme Government, and that he did possess such confidence, to the fullest extent, is shown by the instructions given him, to serve as a guide, in the administration of the California Government. (Appendix "C.")

The language of these instructions is exceedingly strong; "the President is desirous that, in the department of the Californias, all the resources of the country should be used for its prosperity and defense; and, taking into consideration the events which had recently happened in the country, and which could not be prevented, on account of the remote situation of the department, the situation in which Governor Micheltorena might find himself placed on reaching the department, the measures he might have to adopt, which would produce no effect if delayed, and trusting that General Micheltorena would make no abuse of the extraordinary power intrusted to him, but that it would be employed for the good of the country, he, the President, was pleased to grant him, besides the powers specified, as belonging to him in the laws and ordinances in force, as Governor, Comandante General and Inspector, all the authority which the Supreme Government could delegate to him, that in the use of it, etc."

History shows that Don Manuel Micheltorena was a man of superior education and intelligence; he appears to have been descended from a noble family; he was born during the first year of the present century, and it is said he was a godson of Fernando the Seventh of Spain.

There can be no noubt but that General Micheltorcna, in consideration of his wisdom, intelligence, and statesmanlike qualities, was selected dy the Supreme Government to take charge of this, then, disaffected portion of the Mexican Republic.

It must be remembered that General Micheltorena was not of the people of California; he was to them a stranger; they had no voice in placing him in charge of the government; they had been in open rebellion against the Central Government, and their allegiance was still doubtful, and the Supreme Government knowing that General Micheltorena could not rely for support upon the people of California, thought it necessary, not only to confer upon him this extraordinary power, but also to furnish him the means of enforcing his authority, in the shape of a large military force, which he brought with him from Mexico.

General Micheltorena therefore came to California, not only with the authority of a civil Governor, but also with that of a military chieftain, sent by the Central Government to reduce a disaffected department to order and obedience; and whatever he might think necessary to be done, to accomplish this end, the Supreme Government gave him authority to do. He found it necessary, as in this case, sometimes to dispose of the public domain, in order to obtain the means necessary to support his army. That he considered he had full authority to do this; that the Supreme Government recognized such authority, and that he, in fact, had such authority under his instructions, there can be no doubt.

It is true that General Micheltorena was unable to sustain his authority in California, but that, after struggling for some time against the revolutionary factions of the country, endeavoring to sustain the authority of the Central Government, he was finally driven by the revolutionists from the department. But I presume every one will admit, that so long as he remained in the country, actively endeavoring to sustain himself, he was the legitimate representative of the supreme authority in the department of California.

EXTRAORDINARY POWERS OF GENERAL MICHELTORENA, NOT SUBSEQUENTLY REVOKED BY THE SUPREME GOVERNMENT; OR HIS ACTS UNDER THEM, AT ANY TIME, CRITICISED BY THE MEXICAN GOVERNMENT.

That the Mexican Government approved the course pursued by General Micheltorena, in his administration of the California Government, and was disposed to sustain his authority, is manifest from the fact, that in 1845, he was appointed constitutional Governor of California, and received his commission in San Blas, while on his way from California to Mexico. (Appendix "D.")

Thus it appears, that so far from condemning or criticizing his acts in California, under his authority as Comandante and Inspector, the Central Government indorsed the same by appointing him constitutional Governor; and history tells us, that shortly after this, during the Mexican war, he held an important command in the armies of the Republic.

BONA FIDES OF GRANT BY GENERAL MICHELTORENA TO GENERAL VALLEJO, OF RANCHO OF SOSCOL, PROVEN BY THE ARCHIVES. (APPENDIX E.)

The original papers relied on, as muniments of title in this case, are the title deed, delivered by General Micheltorena to General Vallejo, and the letter of General Micheltorena to General Vallejo, accompanying title; the first of these documents is in the handwriting of Francisco Arce, at that time Chief Clerk of the office of Secretary of State, and bears every mark of having been executed at the time of its date. There is upon it a note of registry in the book of "Toma de Razon," of 1843, and it, doubtless, was there registered, but unfortunately, the book for that year has been destroyed. But still there is found in the archives, unquestionable record evidence that the deed really was executed by General Micheltorena and delivered to General Vallejo at the time of its date, for in the record of the official correspondence of the Governor, for the year 1843, in the archives is found a record of the letter above referred to, written by General Micheltorena to General Vallejo, when he forwarded to him the title deed to the Rancho of Soscol. The original of this letter remained in the possession of General Vallejo, until the claim was presented by him to the Board of Land Commissioners, when it was filed by him in that Court. This original is in the handwriting of a certain Rafael Sanchez, who was the military secretary of General Micheltorena.

Thus it will be seen, that although there is no expediente of this grant in the archives, as indeed, from the nature of the transaction there could not be, still it is most unquestionably sustained by archive or record evidence, and one might as reasonably doubt the truth of the sunlight, as to doubt that this grant was really executed by General Micheltorena at the time at which it bears date.

THE SAME CORROBORATED BY UNIMPEACHABLE ORAL TESTIMONY.

Nor is it alone by archive testimony that the *bona fides* of this grant are sustained:

Juan B. R. Cooper, for half a century a resident of California, and celebrated throughout the country for his integrity and for his simplicity of character, has testified in the case, that from the year 1839 to 1844, he had charge of the government schooner "California;" that he was employed principally in carrying the mails and military stores between Mazatlan and Monterey; that, about the year 1842 or 1843, by the direction of Governor Micheltorena, he carried from Petaluma Creek to San Pedro, some supplies, consisting of wheat, corn, barley, beans and peas, together with some blankets, tanned leather shoes and deer skins; that he could not state the value of the cargo, but that the schooner carried about 85 tuns, and that she had a full cargo. He says, further, that General Vallejo furnished the supplies with which the schooner was freighted. And he also says, that General Micheltorena told him at Los Angeles, before he went after the supplies, that General Vallejo had offered him twenty thousand dollars for the Soscol tract.

This is, doubtless, the offer referred to by General Micheltorena in his letter to General Vallejo, as the one he could not accept, because the indebtedness, which General Vallejo sought to have canceled by the government in this way, had accrued before the first of October, 1841.

No one acquainted, either personally or by reputation, with this simple minded old gentleman, will, for a moment, doubt the truth of his testimony. (Appendix "F.")

The original title deed is proven to be genuine by Don Pablo de la Guerra, a gentleman who held high office under the Mexican Government, and who has continued to occupy, up to the present time, exalted positions under the American Government.

AFTER A RIGID INVESTIGATION OF CLAIM BY THE COURTS OF THE UNITED STATES IN CALIFORNIA, THE SAME WAS CONFIRMED.

That the United States Board of Land Commissioners was satisfied, as to the meritorious character of this grant, is shown by the proceedings of that Board; for after a thorough investigation of the documentary evidence in the case, and an elaborate examination of witnesses, the case was confirmed by said Board, on the 22d of May, 1855.

And this decree of the Board of Land Commissioners was subsequently confirmed by the higher tribunal of the United States District Court, for the Northern District of California.

UNDER THESE GUARANTEES BY THE GOVERNMENT, THROUGH THE COURTS OF THE UNITED STATES, THIRD PARTIES, IN GOOD FAITH, HAVE ACQUIRED VESTED RIGHTS IN SAID RANCHO.

After this grant had passed the ordeal of two courts of the United States, and had been indorsed by them as genuine, the owner would naturally feel warranted in selling portions of the same to third parties, and those desiring to purchase would not be apt to doubt the validity of the title, against the decision of two courts of the United States.

The Rancho of Soscol being well adapted to agriculture, its advantageous situation on the bay, its convenience to the City of San Francisco, and the fertility of its soil, early attracted the attention of the California farmer; and very soon after the confirmation of the title to the same by the courts, many sought to obtain homes for their families in this desirable locality, by purchase from the owner; who, having been compelled to expend large sums of money, in the tedious process necessary to obtain from the courts the confirmation of the title to said lands, probably found himself compelled to dispose of the greater portion of his land, to obtain the means necessary to pay the expenses of this tedious litigation.

However this may be, one thing is certain, that at the present time, the greater portion of the said tract of land has passed from the dominion of the original grantee, having been purchased by farmers, who have made valuable improvements upon the land, and are occupying the same with their families, not doubting, until the recent decision of the Supreme Court, in this case, but that they had good titles to their homes.

INJUSTICE AND HARDSHIP OF DISTURBING THESE RIGHTS.

No one will deny the proposition, that all courts of justice, from the highest to the lowest, are intended to promote the ends of justice, and failing in this, that they do not accomplish the end for which they were established; and the proposition is equally clear, that in order for a court properly to determine any question brought before it, it is necessary for it to have in view all the facts connected with the case.

Now in this case, the Supreme Court have taken the view, that Governor Micheltorena had no authority, under the laws of Mexico, to dispose of the public domain, and I am not perhaps disposed to question the correctness of that decision, on the evidence which was presented to the Court in this case, for there was none presented, to show that General Micheltorena was anything more than an ordinary Departmental Governor, whose duties were clearly defined by the Constitutional laws.

But it has been shown in the preceding part of this argument, that General Micheltorena did not come to California merely as a Departmental Governor, but that he was clothed with much higher authority than was given to such officer by the Constitutional laws; and while, as a mere Governor, he might not have any authority to dispose of the public domain, that, as a *Military Chieftain*, sent by the Supreme Government, to take charge of a disaffected and rebellious department of the Republic, clothed with the amplest power, to do what he might think best, for the welfare of the country and for the integrity of the government, and sustained by a large military force, there can be no doubt, but that he acted within the scope of his authority, when he disposed of an inconsiderable portion of the public domain, in order to obtain the means necessary to feed and clothe his famishing troops; and that the Supreme Government indorsed his acts, is clear, from the fact, that in place of calling him to an account for the same, it afterwards appointed him Constitutional Governor. And I am forced to the conviction, that if all these facts had been properly placed before the Supreme Court, that august tribunal would have found no difficulty in affirming the decisions of the lower courts in this case.

Under these circumstances, surely justice demands that relief should be afforded to those who have become involved in the manifest hardships of this case.

It may be said, that these facts should have been presented to the Court before the decision of the case, and that, as this was not done, it is but just, that the claimants should receive the punishment merited by their neglect, on the principle that the law favors the vigilant. There might be some justice in this, were it not that third parties, in good faith, have obtained vested interests in said lands; these innocent parties, claiming under the grantee, would naturally look to him to protect their interests, by placing before the courts all the testimony necessary to insure the confirmation of the grant.

AFFIDAVITS.

State of California, } ss.
City and County of San Francisco. }

Henry F. Teschmacher, of said State, City and County, being sworn, deposes and says: That he came to California in the year 1842, where he has continued to reside ever since; that he now is, and for three years last past has been, the Mayor and Chief Magistrate of the said City and County of San Francisco.

That prior to the change of government on this coast, he was for many years, connected with a mercantile house, doing business in San Francisco, that the business of said house was of a character to bring him in contact with most of the leading citizens of this coast, and to make him more or less familiar with the public and private transactions transpiring in California.

Deponent further states, that he was well acquainted with the district of country then, and now, known as the Soscol Rancho; that from the year 1843, General M. G. Vallejo has been the reputed owner of the said rancho; that said Vallejo had thereupon several thousand head of cattle and horses, and exercised over it all the acts of ownership, usual at that time, in such cases; that deponent was in the habit of purchasing hides and tallow from said Vallejo, taken and produced from said rancho; that said Vallejo had a grant for said rancho, was as notorious as any other important fact, then existing on this coast; that Vallejo had the exclusive and undisputed use and possession thereof, that deponent never heard the title thereto questioned by any person, until recently. In fact, the claimants of Soscol have been less annoyed and disturbed, since the cession of California to the United States, by persons commonly styled squatters, than any other people in the State, possessing lands of equal value, from which deponent is of opinion, that the grant was unassailed and deemed unassailable.

That special attention has been drawn to this title, from the earliest days of American occupation of the country; that such constant and special attention would have been likely to have discovered any defects in the title, and the public would have had warning; at least, this supposition is warranted from the course of events in other cases.

That, in 1847, the town of Benicia was laid out, its projectors and settlers basing their movement upon the Vallejo title. It has grown to be a town of several thousand inhabitants, and is among the more important of our interior villages. The town of Vallejo was laid out early in 1850, and is, also, of considerable importance. Both Vallejo and Benicia have, successively, been the capitals of the State.

The owners of sites of rival towns, many of them, among the earliest residents and the oldest of the native population, would have availed themselves of any objections to the Soscol title, to defeat both Vallejo and Benicia, in this competition for the seat of government. But through all this ordeal, the title was never attacked or questioned.

The Soscol Rancho is now settled upon and occupied by an enterprising body of agriculturists, men who have spent their means liberally in making improvements, claiming their lands under the Soscol grant. By the adverse decision of the Supreme Court this numerous class have been most seriously affected. Lawless men, too indolent to obtain farms by honest industry, are seeking to avail themselves of the industry of others, and to appropriate to their own use, the homes and accumulations of those, who, in perfectly good faith, bought the Soscol title.

Finally; I do not think there is a just-minded man in California, who would not rejoice if Congress, by its action, should confirm the Soscol grant to the assignees of Vallejo.

H. F. TESCHEMACHER.

Sworn to, and subscribed before me, this 4th day of November, A. D. 1862,

W. C. PARKER,
Notary Public.

U. S. DISTRICT COURT, NORTHERN DISTRICT OF CALIFORNIA.

THE UNITED STATES, Appellant,
v.
MARIANO G. VALLEJO AND ASSIGNS.

NORTHERN DISTRICT OF CALIFORNIA,
City and County of San Francisco. } ss.

Thomas O. Larkin, of said city, being duly sworn, deposes and says, that he has resided in California for more than twenty years past, and was the United States Consul at Monterey, during the administration of Gov. Micheltorena, and up to the time of the change of government, and in his official character and otherwise, has corresponded with said Micheltorena very frequently. Was personally and intimately acquainted with him, frequently saw him write, and knows his handwriting; and deponent says, that he has examined the original documents on file in this cause, and has examined the signatures thereto, and has compared the signatures of Micheltorena thereon written, with various signatures of said Micheltorena, to letters received by deponent from him, during their correspondence, and deponent says, that he verily believes the said signatures of Micheltorena to be genuine. Deponent further says, that he is familiar with the handwriting of Francisco

Arce; has often seen him write; has documents now in his possession written by said Arce, and to which his genuine signatures are attached, and deponent has examined the signatures of said Arce, where they appear upon said original title papers, and carefully compared them with those in his possession, of undoubted authenticity; and deponent says, that he has no doubt of the genuineness of the signatures of Arce, wherever they appear in said papers. Deponent further says, that he knew of the grant to General Vallejo, of the Soscol, at or about the date of the grant. That the transaction was well known, among those who were in communication with the government. Deponent further says, that the government of Micheltorena was often in great distress for funds and supplies. The treasury was at times empty, his army unpaid, his resources embarrassed, and the country in a very disturbed state. Deponent knows that the *Goleta* California was in the employ of the Mexican Government, and that Capt. John Cooper was in command of her at that time, and that she went to Sonoma or Petaluma for supplies, to be furnished by General Vallejo, to the government, and knows that she returned with them. Deponent further says, that after that time the title of General Vallejo to the Soscol Rancho was well known and recognized, among the leading men of the country, and he never heard it questioned during the Mexican administration.

THOMAS O. LARKIN.

Subscribed and sworn to before me, this 19th day of December, A. D., 1857.

[SEAL.] F. J. THIBAULT,
Notary Public.

Indorsed, filed December 22d, 1857.

J. EDGAR GRYMES,
Deputy Clerk.

I, William H. Chevers, Clerk of the District Court of the United States, for the northern district of California, do hereby certify the foregoing to be a full, true, and correct copy of the original now on file, and remaining of record in my office, in the case of the United States *v.* M. G. Vallejo and Assigns, No. 318.

Witness my hand, and the seal of the said Court, this seventh day of November, A. D., 1862.

[SEAL.] W. H. CHEVERS,
Clerk.

San Francisco, Feb. 18, 1853.

On this day, before Commissioner Hiland Hall, came John B. R. Cooper, a witness in behalf of the claimants, M. G. Vallejo and assigns, petition No. 291, and was duly sworn, his evidence being given in English.

The United States Associate Law Agent was present.

In answer to inquiries by counsel for the claimant, the witness testified as follows:

My name is John B. R. Cooper; my age is sixty years, and I reside at Monterey; I have lived in California about thirty years.

From the year 1839 to 1844, I had charge of a schooner belonging to the Department of the Californias, and named the California. The schooner was employed in the service of the government, in carrying mails and supplies, and troops, between Monterey and Mazatlan and the coast of Mexico. I took some supplies in the schooner, from Petaluma Creek to San Pablo, for Governor Micheltorena, and by his direction, about the year 1842 or 1843.

The supplies consisted of wheat, corn, barley, beans, peas, some blankets, tanned leather, shoes and deer skins; I cannot tell the value of the articles; the vessel carried about eighty-five tuns, and was loaded full. M. G. Vallejo furnished the supplies with which the vessel was loaded. I saw Micheltorena at Los Angeles before I went after the supplies, and he told me

Gen. Vallejo had offered twenty thousand dollars for the tract of land called Soscol, and he sent me after the supplies, which I understood from him, were to go in payment for that land. The supplies were furnished before Micheltorena came up to Monterey, and the same summer he came there.

In answer to inquiries by the Associate Law Agent, the witness testified as follows:

The tract called Soscol was occupied previous to 1843, first by the Mission of San Francisco Solano, and afterwards by the Government troops; and was called the National Farm.

JOHN B. R. COOPER.

Sworn and subscribed before me,

HILAND HALL, Commissioner.

STATE OF CALIFORNIA,
City and County of San Francisco, } ss.

Joseph P. Thompson of said State, City, and County, being sworn, deposes and says, that he came to California in the year 1842, and resides in said city at the present time.

That, prior to the change of government on this coast, he was, for many years, connected with a mercantile house, doing business in San Francisco; that the business of said house was of a character to bring him in contact with most of the leading citizens of California, and to make him, to a very considerable degree, familiar with the public and private transactions of the community.

Deponent further states, that he was well acquainted with the district of country then, and now, known as the Soscol Rancho; that from the year 1843, General M. G. Vallejo has been the reputed grantee and owner of said rancho; that said Vallejo had thereupon several thousand head of cattle and horses, and exercised over it all the acts of ownership usual at that time, in such cases; that deponent was in the habit of purchasing hides and tallow from said Vallejo, taken and produced from said rancho. That said Vallejo had a grant for said rancho, was as notorious on this coast as any other important fact then existing.

That Vallejo had the exclusive and undisputed title and possession thereof; that deponent never heard the title thereto questioned by any person, until recently. In fact, the claimants of Soscol have been less annoyed and disturbed since the cession of California to the United States, by that class of persons, commonly styled squatters, than any other grant holders in the State, possessing lands of equal value.

That special attention has been drawn to this title, from the earliest days of American occupation of the country. That such constant and special attention would, in all probability, have discovered any defects in the title, and the public would have then had warning, at least. This supposition is warranted from the course of events in other cases.

That, in 1847, the town of Benecia was laid out, its projectors and settlers (one of whom was Consul of the United States during the Mexican "regime," and well acquainted with the condition of titles in the country), basing this movement upon the Vallejo title. It has grown to be a town of several thousand inhabitants, and is among the more important of our interior villages. That the military reservation adjoining the town of Benicia, used for many years as the principal army depot on the Pacific Coast, is held under the Vallejo title. The town of Vallejo was laid out early in 1850, and is also of considerable importance.

Both Vallejo and Benicia have, sucessively, been the Capitals of the State, and the State, after rigorous examination of the Vallejo title, by the Attorney-General, has accepted donations of land from each, under the title.

The owners of sites of rival towns, many of them among the earliest residents, and oldest of the native population, would have availed themselves of any objections to the Soscol title, to defeat both Vallejo and Benicia, in this competition for the Seat of Government. Through all this ordeal, the title was never attacked or questioned. The Soscol Rancho is now settled upon, and occupied by an enterprising body of agriculturists; men who have spent their means liberally in making improvements, claiming their lands, by purchase, under the Vallejo title.

By the adverse decision of the Supreme Court, universally regarded by all disinterested persons in this State, acquainted with the matter, as practical confiscation, this numerous class have been most seriously affected.

Lawless men, too indolent to obtain farms by honest industry, are seeking to avail themselves of the exertions of others, and to appropriate to their own use, the homes and accumulations of those, who in perfectly good faith, and for a valuable consideration, bought the Soscol title. Finally, deponent declares his belief to be, that there is no good citizen in California, acquainted with the subject matter, who would not rejoice, if Congress, by its action, should confirm the Soscol grant to the assignees of Vallejo.

JOSEPH P. THOMPSON.

Subscribed and sworn to before me, on this 6th day of November, 1862.

[L.S.] P. B. CORNWALL,
Notary Public.

STATE OF CALIFORNIA,
City and County of San Francisco. }

Nathan Coombs, being first duly sworn, on oath, states, that he is a resident of the County of Napa, which county adjoins the County of Solano, wherein the Soscol Rancho lies; that deponent came to the State of California, and the district aforesaid, in the year 1843, and has there resided ever since; that he was one of the original conquerors of the country, under the Bear flag; that, on his arrival on this coast, he found Gen. M. G. Vallejo in the open, notorious, and conceded possession of the Suscol Rancho, occupying and using the same as such tracts of land were at that time used, having upon it several thousand head of cattle and horses, in charge of his servants. That, that possession has been continued in Gen. Vallejo and his assignees, to the present time. That he never heard the title to Soscol seriously questioned, until the recent adverse decision of the Supreme Court. That prior thereto, while other ranchos were infested with squatters, the title to Soscol was universally respected, and no rancho has been more free from the depredations of trespassers than that; so much so, that at the time of such decision, and for a long time prior thereto, nearly every acre of the whole area, was in the actual possession of parties claiming under the title, fenced, cultivated, and improved, to the amount of millions of dollars; a state of affairs almost anomalous in California, and only to be accounted for, upon the supposition, that the title was deemed perfect, by universal consent.

NATHAN COOMBS.

Sworn to, and subscribed before me, this 6th day of November, A. D., 1862.

W. C. Parker,
Notary Public.

San Francisco, Feb. 17, 1853.

On this day, before Commissioner Harry I. Thornton, came Pablo de la Guerra, a witness in behalf of the claimant, M. G. Vallejo, petition No. 291, and was duly sworn, his evidence being given in English.

The United States Associate Law Agent was present.

In answer to questions by claimants, the witness says:

My name is Pablo de la Guerra, my age is 33 years; I was born in California, and now live in Santa Barbara.

I am acquainted with the handwriting of Manuel Micheltorena, and Francisco Arce, having often seen them write; their signatures to the papers before me, marked, "Exhibit No. 1," and attached to this deposition, are, to the best of my knowledge and belief, their genuine signatures.

United States Law Agent Present.

PABLO DE LA GUERRA.

—

Sworn to and subscribed before me, this, 17th day of February, 1853.

HARRY I. THORNTON, Commissioner, &c.

OFFICE OF THE BOARD OF COMMISSIONERS, ETC.

This day, before Commissioner Alpheus Felch, came James M. Hudspeth, a witness in behalf of claimants, M. G. Vallejo and assigns, No. 291, who, after being duly sworn, deposed as follows:

Questions by Mr. Peachy, Attorney for claimant.

Question. What is your name, age, and place of residence?

Answer. My name is James M. Hudspeth; my age is forty years, and I reside in Sonoma County, California.

Q. How long have you known the Soscol Rancho?

A. Since September, 1844.

Q. In what county is it?

A. Solano.

Q. Are you acquainted with the lands of Tulcay and Suisun?

A. I am.

Q. Do you know the boundaries of the Soscol Rancho, claimed by M. G. Vallejo? If yea, describe them as you have always understood them to be, and as they are generally known.

A. I know those boundaries. The rancho is bounded on the west by Napa Creek; on the south by the Straits of Carquinez; on the east by the Suisun Bay, and the Suisun Creek for a part of its length, and the foot hills forming the western side of the Suisun Valley; and on the north by a range of hills. The lands of Tulcay form the northwest boundary, and are separated from the Suscol Rancho by a branch of the Napa River called Suscol Creek. This creek, throughout its whole length, forms a boundary of the Soscol Rancho. From the head of that creek, in a northerly direction, the boundary is a ridge, which is the natural divide between the waters of the Napa River and the Suisun Creek, and Bay. This ridge extends up to some high peaks. There are three of them close together, and are well-known and noted land marks, having names which I do not now recollect. From these peaks, the boundary of the Soscol is along a ridge, in about a southeast direction, running down to the Suisun Creek. The Suisun lands form the boundary on the north and east part. I made a survey of the Soscol Rancho in 1847, and run the lines as above described.

Q. Where is the Yolo de la Yegna, commonly known as Mare Island?

A. It is at the mouth of Napa River, just at the entrance of the Carquinez Straits. I suppose Mare Island is about two, or two and a half, miles long.

JAMES M. HUDSPETH.

Questions by Mr. Greenhow, Associate Law Agent:

Q. From what source did you derive your knowledge of the boundaries, described by you?

A. When I made the survey, I was in the employment of Mr. O'Farrell, and he furnished me with a description of the boundaries. All my knowledge of the boundaries is derived from the description received from Mr. O'Farrell.

Questions by Mr. Peachy:

Q. Did you obtain your knowledge of the natural objects, described by you, from Mr. O'Farrell's description of them, or from your own knowledge of the country?

A. I knew of my own knowledge; I only knew from him, the natural objects which I was to follow in the survey. The objects themselves, I know of my own knowledge.

Subscribed and sworn to before me, this twelfth day of November, A. D., 1853.

ALPHEUS FELCH, Commissioner.

DECREE OF LAND COMMISSION.

No. 291.

M. G. Vallejo and Assigns,
v.
The United States.

For a place called Soscol, situate in the County of ——.

Authenticated documents, and the proofs in this case, present the following facts for the consideration of the Board.

That Vallejo made application, to purchase the tract of land called "Soscol," in the year 1843, and made two propositions, for the consideration of the Governor; the first, to receive the grant, in full consideration for back pay which was due to him, for military services; secondly, to pay to the government the sum of five thousand dollars. The latter proposition was accepted, on the part of Governor Micheltorena, and thereupon, the said Governor issued a grant to the said Vallejo, on the 16th day of March, 1843, to serve him as a title, until the land could be surveyed, and the amount ascertained, and a map presented, representing the same. And an order was sent to Vallejo, for two thousand dollars in money, and the balance, in supplies for the army; and Captain Cooper was dispatched with a vessel, to receive the supplies, and he testifies, that he did receive a vessel load of supplies from Vallejo, in pursuance of, and of the kind specified in, the said order.

On the 19th day of June, 1844, Governor Micheltorena, issued a final grant for the place, and for the whole of the land within its boundaries, irrespective of the amount that it should be found to contain, and in which grant, he acknowledges that the five thousand dollars had been received by the government. The proof of occupancy and cultivation, required by the colonization laws, is abundant, and beyond doubt. And on the 26th day of September, 1845, the proceedings received the full approval of the Departmental Assembly, and the only question of doubt, is that of quantity, which question has been settled by the Board in Case No. —, where a grant has been issued, for a consideration, and a stipulated price, paid for the land, and also recognized in case No. 250, Vallejo *v.* The United States, reported as of to-day's proceeding of this Board.

We think this case entitled to a confirmation, and a decree will be entered accordingly.

(CONFIRMED.)

EXHIBITS.

[EXHIBIT A.]

M. G. Vallejo, member of the Territorial Deputation, in 1827.

Session of the 19th of September, 1827. The President of this Corporation proceeded to swear in the citizens, Francisco Pacheco, Juan Rocha, and M. G. Vallejo, elected on the 1st of September, as provisional members (of said Assembly.)

I. Legislative Records, 215.

Governor Figueroa to M. G. Vallejo.

The Military Comandante of that place (Presidio of San Francisco), has been reported to be the officer encharged with the civil administration, which functions were attributed to him in the time of the Spanish Government, on account of there being no constitutional Alcalde, on whom the law of the 9th of October, 1812, conferred the jurisdiction.

Thus it is, that the Military Comandantes have continued to exercise these functions, until Ayuntamientos should be established at the points, where none exist. Under this view of the case, it becomes your duty, as Judge of First Instance, to carry out the provisions of the law of the 22d of July last, in all matters within the jurisdiction of that Presidio.

The Military Comandante of that Presidio will also exercise the political government, for the want of local authorities, and shall proceed to the formation of a *padron* (list of inhabitants), as required by law, which I will expect you to forward to me as soon as possible, informing me at the same time, if, in your opinion, an Ayuntamiento may be established, in order that I may take the necessary steps to carry out the same, etc.

God and Liberty. Monterey, May 17th, 1834.

JOSE FIGUEROA.

To the Military Comandante of San Francisco.

General M. G. Vallejo appointed Comandante General.

The Excellent Señor, Minister of War and Marine, under date of 23d of July last, says to me what follows:—

"The Most Excellent President, in consideration of the services rendered by you to the country, defending that portion of the Republic, as well against the incursions of savage Indians, as against the inroads of northern adventurers, and in consideration of the good offices you have performed for the establishment of order in that department, has been pleased to appoint you Military Comandante of Alta California—which I have the honor to communicate to you, for your intelligence and satisfaction."

And I have the honor to communicate the same to you, for your information, offering, at the same time, protestations of my most sincere regard and esteem.

God and Liberty. Santa Barbara, January 10th, 1839.

M. G. VALLEJO.

To his Excellency, Don Juan B. Alvarado, Governor of the Department of California.

IV. Dep. State Papers, 568.

[EXHIBIT B.]

General Vallejo offers to loan Government $10,000.

COMANDANCIA GENERAL OF UPPER CALIFORNIA:

The communications which you have directed to this Comandancia General, show that there is not sufficient money in the treasury, for the payment of the troops of the department; wherefore, the Comandante General proposes to place at the disposal of the government, from his own means, the sum of $8,000 or $10,000.

God and Liberty. Sonoma, July 10th, 1839.

M. G. VALLEJO.

IV. Dep. State Papers, 669.

Loans by Governor General Vallejo to Government.

There is to be charged, under the head of loans to be returned, the sum of $6,062 37½ cts., which Don Mariano G. Vallejo, Lieutenant-Colonel of Cavalry, advanced to the following individuals, as is shown by the respective receipts, and the order of the Comandante General of this Department, which are found among the vouchers of the present month, to wit: to the Comandante of the Company of San Francisco, Don Antonio Pico, $5,537 75; to the Comandante of Artillery in San Francisco, Sergeant Don Lazaro Piña, $533 2½; to the Captain of the Presidial Company of the Bay of Todos Santos, Don Juan Castañeda, $78 25; to the Captain of Infantry, Don Victor Prudon, $76 25; and to the Captain of Auxiliaries, Don Salvador Vallejo, $37.—$6,062 37½.

April 1st, 1845.

From Books of Treasurer Abrigo.

[EXHIBIT C.]

Extract from Instructions to Gov. Micheltorena, on his taking charge of Government of California:

Under date of the 11th of February, 1842, His Excellency, the Minister of War and Marine, says to me what follows:

"MOST EXCELLENT SIR:—His Excellency, the Provisional President, desiring that, in the Department of the Californias, all the resources of the country should be used for its prosperity and defense, and to place it in that state of happiness to which nature itself invites it—taking into consideration the events which have happened in this country, and which could not be prevented by the National Government, on account of the remote situation of California; the situation in which you will find yourself placed, and the measures you will have to adopt, measures which will produce no effect if they are delayed for the length of time, necessary for their determination, (by the Supreme Government,) these being matters in which the slightest delay may be disastrous; and trusting that your Excellency will make no abuse of power, and that, that which is granted to you, will be employed for the good of the service, and of the inhabitants of that interesting and fertile Department, which the Supreme Government has placed under your charge and responsibility, the President has been pleased to grant to your Excellency, besides the powers specified as belonging to you, in the laws and ordinances now in force, as Governor, Comandante General, and Inspector, all the authority which the Supreme Government can delegate to you," etc., etc.

[EXHIBIT D.]

Appointment of Micheltorena as Constitutional Governor in 1845.

His Excellency, the Minister of Foreign Relations, Government and Policy, in his official communication, which I have just received, says to me that which I copy:

Excellent Sir:—In consideration of the circumstances combining to recommend your Excellency, and the proposition made in your favor by the Most Excellent Departmental Assembly, the President of the Republic has seen proper to appoint you Constitutional Governor of the Department of the Californias; and I have the honor to communicate this to your Excellency for your satisfaction and for the necessary ends, reiterating the assurances of my particular regard.

And I transcribe the same to you for your intelligence.

God and Liberty. San Blas, April 19th, 1845.

MAN'L MICHELTORENA.

To the Commissary of the Dept. of Alta California.

IV. Dep. State Papers.

[EXHIBIT E.]

TITLE OF RANCHO OF SOSCOL.

Manuel Micheltorena, Governor, Comandante General and Inspector of both Californias:

[L.S.]

Whereas, the citizen Mariano G. Vallejo, Colonel of Cavalry and Military Comandante of the frontier of Sonoma, has petitioned for his personal benefit, and that of his family, the place known by the name of Soscol, bounded on the north by the lands named Tulcay and Suisun; and on the south by the Straits of Carquinez; the necessary proceedings having been previously had, and the investigations made, as required by law, by virtue of the authority conferred upon me, in the name of the Mexican Nation, I have determined to concede him the said land, declaring the same to be his property, by these presents, subject to the approbation of the Most Excellent Departmental Junta, and under the following conditions:

1st. The interested party will hereafter apply to this government for the revalidation of the present title, on the proper sealed paper, presenting also, the respective diseño, so that the boundaries may be fixed with certainty.

2d. He may inclose it without prejudice to the crossings, roads, and servitudes; he shall enjoy it freely and exclusively, devoting it to the use or cultivation which may be most convenient; but within one year he shall build a house, which shall be inhabited.

3d. He shall solicit the respective Judge to give him juridical possession, by virtue of this title, by whom the boundaries shall be marked out; on the limits of which shall be placed, besides the necessary landmarks, some fruit trees or forest trees of some utility.

4th. If he violate these conditions, he will lose his right to the land, and it will be denouncable by another.

In consequence whereof, I order, that this document, serving him as a title, registry be made of it in the corresponding book, and that it be delivered to the interested party, for his security and further ends.

Given in the City of Los Angeles, on the 15th of March, 1843.

MAN'L MICHELTORENA.

Fran'co Arce,
Sec'y ad interim.

This title remains registered on leaf 1.

Arce.

Letter of Governor Micheltorena, forwarding foregoing Grant to Gen'l Vallejo.

[L.S.]

I herewith forward to you the title of the place named Soscol, the Government regretting that it cannot accept the first of your offers, for the reason that the Supreme Government has ordered a suspension of the payment of all debts, accruing before the first of October, 1841, which is to be observed as a rule in subordinate cases; which suspension was to continue, until the public treasury should be relieved, and from which I myself have suffered, to the amount of several thousand dollars; but I do accept the offer of five thousand dollars in stores, for the troops, on account of the imperious necessity I have for them, for the maintenance of the same; wherefore, I send the schooner California, which you will be pleased freight with five hundred fanegas of corn, two hundred and fifty fanegas of beans, two hundred arrobas of dried meat and fifty pairs of shoes, or the material of which to make them, which I am informed it will not be difficult to do; and knowing also that you will be able to do it, I earnestly beseech you to send me two thousand dollars in money, in consideration of the Departmental Treasury being in such an exhausted condition, on account of the non-arrival of vessels, besides, the soldiers of the expedition under my command, are maintained in a different manner from the Presidial troops, as well as from the rest of the National army, as you well know, which services will oblige me beyond measure.

Which I communicate to you for your information, protesting at the same time, the assurances of my regard.

God and Liberty. Angeles, March 16th, 1843.

MICHELTORENA.

To the Military Comandante of the
line from Santa Ynes to Sonoma
Col. Don Guadalupe Vallejo.

OPINIONS OF JUSTICES GRIER AND WAYNE.

Mr. Justice GRIER. I cannot consent, by my silence, that an inference should be drawn that I concur in the opinion just delivered. I cannot agree to confiscate the property of some thousand of our fellow-citizens, who have purchased under this title and made improvements to the value of many millions, on suspicions first raised *here* as to the integrity of a grant universally acknowledged to be genuine in the country where it originated. I do not intend to enter into any argument with my brethren of the majority. If they are satisfied with the conclusion, the presumption is, that the minority is mistaken. And I would not wish to weaken any arguments that may be urged to justify this wholesale confiscation. I shall merely mention a few of the facts and principles on which I have been constrained to dissent.

This government has bound itself by a solemn treaty to respect all just claims which the citizens of California held at its date. I shall not comment upon the good faith with which this obligation has been observed, or whether it was acting in good faith to these new citizens to compel every owner of a grant or title under Mexico to enter into a long and expensive litigation, beginning at home and ending here; a litigation, too, with one who paid no costs, while it was ruinous to the claimant, who, if he retained one-half for himself, when successful, was considered fortunate. Instead of protection of their possessions, they were, in many instances, left a prey to squatters and champertons' attorneys. This was a great evil, but perhaps a necessary one. The change of sovereignty from

Mexico to this government at once gave value to lands which before had none, and which Mexico was glad to give away to colonists for nothing. There, unit of measurement was a square league, and eleven of these (nearly equal to 50,000 acres) was the only maximum. The sudden affluence of those of the former settlers who had retained any considerable proportion of their square leagues, and of those who purchased their titles for a trifle, caused not only a mania for land speculation, but a system of extensive frauds, with forged grants and perjured witnesses, such as the world has seldom witnessed. If a large grant of land in California, like the one before us, were suddenly produced from the pocket of some obscure person, such as José de la Rosa or Santillan, it should excite suspicion and be scrutinized with the utmost rigor. But where a grant is public and notorious, without suspicion of fraud or forgery—where a large consideration was paid to the Mexican Government—where possession has been taken and held for sixteen years—where numerous purchasers have made improvements worth millions, it is the duty of the court to deal with it according to the rules of equity and justice, instead of applying sharp rules of decision to inflict a forfeiture.

In a country where land had no value, where it was freely given to all who asked, without money and without price, in amounts not to exceed fifty thousand acres, it will be supposed that there are few cases to be found where the government could raise money by the sale of it. This is, perhaps, the only case to be found where such a sale has been made. The laws of 1824 and 1828 were colonization laws; they regulated grants of land made for this purpose, and restrained the power of the local government as to the amount to be given to one person. They prescribed the proceedings and forms necessary to the validity of such grants. This sale to Vallejo was not a colonization grant, nor were the regulations of 1824 and 1828 applicable to it, nor the decisions of this court in the ratification of grants under them.

That there was a sale by the Governor to Vallejo for a consideration paid, when the Governor could find no other way to raise funds for the support of the government, is satisfactorily proved. It was a matter of general notoriety at the time. The copy of a letter from the Governor to the grantee accompanying the title is found among the archives. The first title being defective in form, another was given confirming the sale and acknowledging a consideration paid. Possession has followed in pursuance of it. Its authenticity was admitted in the court below. But we are about to forfeit the title on the ground that the Governor, though he might give away land to any amount, had no authority to sell it for money. It is assumed, that because there was a special power given by statute to grant to colonists, therefore he had no other power. This court has frequently decided that the authority of a Governor to make such a grant will be presumed from the fact that he did make it, and that it lay upon those who deny the power to prove the want of it.

But it is assumed that the power did not exist since the regulations of 1824, because it was not exercised. It is a much better reason for the want of a precedent that land would not be sold where it had so little value that it might be had as a gift to the extent of 50,000 acres.

If this treaty is to be executed in good faith by this government, why should we forfeit property for which a large price has been paid to the Mexican Government, on the assumption that the Mexican Government would not have confirmed it, but would have repudiated it for want of formal authority? Vallejo was an officer in the army, high in the confidence of the government. His salary as an officer had been in arrear. In a time of difficulty he furnishes provisions and money to the government of the Territory. How do we know that Mexico would have repudiated a sale of 80,000 acres as a robbery of its territory, when any two decent colonists, having a few horses and cows, could have 100,000 for nothing?

I believe the Mexican Government would have acted honestly and honorably with their valued servant, and that the same obligation rests on us by force of the treaty.

Now that the land under our government has become of value these grants may appear enormous; but the court has a duty to perform under the treaty, which gives us no authority to forfeit a *bona fide* grant because it may not suit our notions of prudence or propriety.

We are not, for that reason, to be astute in searching for reasons to confiscate a man's property because he has too much. Believing, therefore, that in the case before us the claimant has presented a genuine grant for a consideration paid, which the Mexican Government would never have disturbed for any of the reasons now offered for confiscating it, I must express, most respectfully, my dissent from the opinion of the majority of the court, with the hope that Congress will not suffer the very numerous purchasers to forfeit the millions expended on the faith of treaty obligations.

Mr. Justice WAYNE. I have examined this case with much attention, and concur in the conclusions of my brother, Mr. Justice *Grier;* and will add, that as I have neither seen nor heard anything in the case so conclusive as the judicial opinion of our brother, Judge *McAllister*, I have determined that the best course which I can take to counteract the conclusion to which this court has come in this case, will be to adopt his opinion on the law of the case as more expressive of my dissent than anything I could add. The part of it which I refer to is as follows:

"This case is to be considered as one in which the title-papers are admitted to be genuine, the payment of a money consideration paid, and the posession of the claimant, as was ordinarily taken under the laws and usages of Mexico, established. The sole grounds taken by the government, on which the validity of this claim is resisted, are:

1. That no witness proves that a house was built within one year from the date of the grant of 1843. That a house was built upon the land prior to the date of either grant by the claimant is clearly proved. That a second house was not built, (as subsequent condition,) especially in the case of an absolute sale, could not authorize a court of equity to forfeit any interest which has become vested in the claimant.

2. The second ground is, that the grant of 1844 is invalid,

because it is without restriction, and for a consideration of $5,000 in money.

3. Because the Governor has exceeded his power for making a grant for the excess of eleven leagues.

The two last objections, which urge the grant to be void because it was a sale for a money consideration, and because it exceeds in quantity eleven leagues, will be considered together. These objections apply to the second grant of 1844, which purports to be on its very face an absolute sale.

This grant cannot be deemed, in the language of the Supreme Court of the United States in the Cambuston case, (20 How. 64,) 'a pure donation without pecuniary consideration or meritorious services rendered to the government.' Nor does it purport to be issued under the Mexican colonization law of 1824, or the regulations of 1828. It is treated by the government attorney for what it really is, an unrestricted sale for a pecuniary consideration. Had it been a pure donation, made professedly under the laws of Mexico, professing to have been issued by virtue of those laws, and in pursuance of the terms and provisions prescribed by them, proof of a compliance with the restrictions by the Governor would not have been afforded by the recitals in the grant of his having done so, especially if there had been doubt of the *bona fides* of the grant. This is the extent to which the court went in the Cambuston case.

It does not apply to a *bona fides*; all made to supply the necessary wants of the government, and applied to the removal of them. If so intended, its practical effect would be in the present and all analogous cases to nullify the applications of the 'principals of equity,' which are made one of the rules of decision by the act of Congress for this court in the exercise of the jurisdiction conferred on it. Nothing was said by the Supreme Court to justify such conclusion. In that case they use language which indicates that if the grant had not been a mere donation, had been free from suspicion, for meritorious services rendered to the government, or a pecuniary consideration, the claimant would have stood on a different footing. They say, (20 How. 64,) 'In the examination of this case, we have found it very difficult to resist a suspicion as to the *bona fides* of the grant. It is a pure donation, without pecuniary consideration or meritorious services rendered to the Mexican Government.'

In the case of Fremont *v.* United States, Taney, C. J., says: 'And the grant was not merely to carry out the colonization policy of the government, but in consideration of the public and patriotic services of the grantee. This inducement is carefully set out in the title-papers; and although this cannot be regarded as a money consideration, making the transaction a purchase from the government, yet it is the acknowledgment of a just and equitable claim, and when the grant was made on that consideration the title in a court of equity ought to be as firm and valid as if it had been purchased with money on the same conditions.'

Now, in this case the grant was made for a money consideration by the Governor, to obtain, and who did obtain by it, the means to maintain the starving soldiers of the country at a critical moment of its then condition. This fact is ascertained by the official communication of the Governor to the grantee, found in the Mexican archives for the year 1843, and referred to in another record for the same year. The grantee was in possession, open and notorious, for three years, undisturbed, prior to the occupation of this country by the Americans. Under such circumstances, could the Mexican Government, had it continued, have refused to have recognized the claim of the grantee with justice or equity?

If the facts, that the government received a pecuniary, and, for aught that appears, adequate consideration, must necessarily avoid the grants, with the other circumstance, that the quantity of land granted exceeded eleven square leagues, it must be done because these grants are within the operation of the colonization law of Mexico of 1824, in relation to the distribution of lands by donation, to carry out the colonization policy exclusively, and which restricts the quantity of lands to any one individual to eleven leagues.

The power to give under certain restrictions, made evidently to prevent fraud in the distribution, did not, by implication, repeal the power, if it previously existed, to sell for a pecuniary consideration, if *bona fide* exercised.

That such power did exist in the Governors, the court will now consider, and give its reasons for the conclusion to which it is arrived.

In a work published in 1829, in the city of Mexico, among the laws supposed to be retained in Mexico is the decree of the Spanish Cortes of January 4th, 1813. This law evinced a spirit and policy evidently more liberal than had previously animated Spanish legislation, and which probably did not operate in Spain, or any of its then colonies, but, it is reasonable to believe, that in common with other decrees of the Spanish Cortes was called into active existence by the Spanish revolution of 1819, and was in force at the time of the independence of Mexico.

Such is the view enunciated by the Board of Land Commissioners in the case of the City of San Francisco *v.* United States, and the publication of the decree in Mexico, in 1829, as one of the retained laws, as of force, confirms the opinion of the Board.

The Supreme Court of this State, in the case of Cohas *v.* Raisin, (3 Cal. 443,) distinctly affirm its existence, and cite the compilation in which it is given as 'Leyes Vigentes,' p. 58.

That tribunal, in the case of Welch *v.* Sullivan, (8 Cal. 168,) again affirm the existence of this decree. They say the decree of the Cortes in 1813 directs, etc.

But there is internal evidence afforded by the Mexican legislation on the subject of colonization, that the existence of the decree of 1813 was known, and legislation was enacted in view of some of its provisions. The *diseño* making the boundaries of the land petitioned for, which is required to accompany the application to the Governor, is in conformity to the decree of 1813. Again, the conditions usually inserted in the colonization grants under the Mexican law and regulations are similar to those prescribed in the 2d section of that decree. This, in its preamble, among other things, declares its object to be 'to furnish with this class of lands (public lands) in aid of the public necessities (wants) to reward meritorious defenders of their country, and citizens who have no property.' The evident intent of this decree, declared on its face, is, that common or public lands should be converted into private property, and lands granted should be distributed in full property, and with established metes and bounds. Upon a careful revision of this decree the conclusion must be, that in the absence of other legislation the carrying out this decree must have devolved on the executive department, and the Governors of California, under the instructions of the Supreme Government, would have the power to grant common lands. Now by that decree the quantity of land granted to one individual was not limited to any given quantity; but as to persons, it was limited to citizens.

The only instance in which quantity is limited is in certain donations to certain official persons, to whom small lots of prescribed extent were to be granted. This decree authorized grants to meritorious defenders, and a sale of land to aid the public necessities; and such sale, made in good faith, would be the legitimate exercise of power, unless the provisions of the decree confirming the power have been repealed by subsequent legislation. Have they been repealed, expressed or by fair implication, by the colonization law of 1824 of Mexico, or by the regulations of 1828?

Animated by a more liberal view of her interests, Mexico determined to afford inducements to emigration, and she opened her public lands to foreigners as well as citizens, and determined to make donations for colonization purposes to all who strictly complied with the terms which, in the distribution of the land, she prescribed to prevent fraud. Among these was limiting the quantity of land in any donation to a single person to eleven leagues. There are many reasons for the legislation of Mexico to surround her system of colonization with checks and limits when the Governors were to distribute the public lands, which do not apply to a *bona fide* sale for money consideration. Such is not a case which, by implication, should be brought within the colonization laws. The construction of a law, from the action of those whose duty it is to carry it out, should be considered when endeavoring to ascertain the intention of the Legislature. The fact that sales have been made by Governors of lands in quantities of more than eleven leagues, who would grant by donation to a colonist more than eleven, is a circumstance not to be disregarded.

By the records of the case, United States *v.* Rodriguez, No. 479, among the files of the papers of the Board of Land Commissioners, it is made to appear that Governor Pio Pico issued a grant for twelve leagues in consideration of the sum of $12,000, past indebtedness to the government. The Board of Land Commissioners confirmed the claim. The land in that case is situated in the southern district, and the records inaccessible to us, and it is impracticable to ascertain whether any appeal is pending, has been made, or been dismissed. The opinion of the Board is, however, on file among the archives in the Surveyor General's office. In that opinion it is stated, 'that in consequence of the importance of the two questions involved, the court took the case under advisement, and also for the reason that the determination of the case would settle the fate of a large number of cases undetermined, so far as the action of that tribunal was concerned.' The first of those questions involved the only two grounds taken in the present. It was, whether the power of the Government of California, under the Mexican authority, existed to sell or grant for a consideration of money, or with limits to exceed in amount eleven leagues. The Board decided that he had such power.

In the case of The United States *v.* M. G. Vallejo, No. 321, the same tribunal affirmed the principle decided in the previous case, and confirmed the claim to fifteen leagues. In their opinion the Board say, 'there appears no objection to the confirmation of this claim, except that it exceeds in amount the maximum authorized to be granted under the provision of the colonization law. The last five leagues do not appear to have been granted under those provisions, but a sale for an actual consideration received by the government of two thousand dollars. This point was fully considered and decided by the court in case 479, and the doctrine recognized that a *bona fide* sale, made for a full consideration, by the Governor of California, under the Mexican laws, vested in the purchaser both a legal and equitable interest, of which he would not be divested by the government by any rules of law or equity.' No power certainly, was given by the colonization law of 1824, authorizing the Governor to grant by way of sale, under any circumstances. If, therefore, he does not possess the power indepently of that law, it exists nowhere, and a money consideration need not to have been referred to the United States Supreme Court to illustrate the equities of parties applying for a confirmation of their grants.

In the Cambuston case, (20 How. 4,) they assign as a reason for a strict interpretation of the claimant's grant and its want of equity, that there had been no pecuniary consideration paid. In Fremont's case, (17 How. 558,) they refer to the fact that the grant was given for meritorious and patriotic services, and should place the claimant on a footing with one who had purchased with money, and thus give a just and equitable claim against the government, the title to which in a court of equity would be firm and valid.

No sale, it would seem, for any amount of money, could be legal so as to pass a title, if it be conceded that no power on the part of the Governor to make a grant of the kind existed. It does appear to me, that when the Supreme Court refers to the money consideration of a grant as vesting in the holder of it a superior equity, by so doing they have at least not decided that the Governor's act was void.

They must have acted under the impression that the power to sell in good faith was in the Governor, or that the equity of the case was such as gave 'a just and equitable claim against the government,' the title to which in a court of equity would be 'firm and valid.' In either view, but especially on the ground of a power in the Governors of California, apart from the colonization law, to aid in good faith, by a sale of land, the public necessities, this court considers that a decree affirming that of the Board of Land Commissioners in this case must be entered."

25,096 12

JOHN A. SUTTER, Sr.,

AND

HIS GRANTS;

BY

JOHN A. LAUFKOTTER.

SACRAMENTO CITY.

SACRAMENTO:
RUSSELL & WINTERBURN, BOOK AND JOB PRINTERS, THIRD STREET.
1867.

PREFACE.

It may be asked, what were my motives for writing the following pages and presenting them to the public? In answer to the above inquiry, I would state that my motives were principally actuated by a love for truth, a desire to transmit to posterity a true and impartial statement of events in which I, for the most part, participated, and which were witnessed by many who can still vouch for their veracity. I am compelled by my own promptings to contradict the statements of a gentleman who is well known in California, his history being intimately connected therewith, and against whom I have not the least animosity, and if any one can contradict the statements herein contained, I will be the first to apologize. When stories are told to suit our interests, and are only meant for stories, there is not much harm done, but if we mean to transmit them to posterity, then it is the sacred duty of every man to come to the rescue and refute them.

It was also a matter of deep regret to me to witness the calumnies and slanders poured fourth by Editors and selfish politicians upon those settlers who for the last seventeen years have battled against fire, flood and all other adversities, and whose situation is now imperiled through the false decisions of the Courts. In conclusion I would request an earnest and slow perusal of what I have said, weigh it well, and be not too hasty in your decisions. If there are any mistakes as regards their literary bearing, be kind enough to overlook them. I do not write to gain critical notoriety but merely to contradict false statements and transmit truth to posterity.

AUTHOR.

On my arrival at St. Louis, Missouri, in the year 1834, like all my countrymen, I enquired for a German hotel, and was directed to a respectable house kept by a Swiss on Front street. Here I formed the acquaintance of a gentleman who happened to be my room-mate and had, some three or four weeks previously, arrived from New York, where he remained but a short time after his arrival from Switzerland.

Finding several friends here from the old country who were already acquainted with the places of amusement, we were, through their solicitations, introduced into the German Club, and received as members. Here the German population of St. Louis met twice a week, and every new comer was sure to be found there. Here it was where the project of going to Santa Fe was first mentioned and was strongly encouraged by a gentleman from Prairie Du Chien, who pretended to have been there, and gave the most fabulous accounts of the wealth of the surrounding country. After listening a few nights to his interesting tales, three of us determined to realize the fact of his narration, but one of us having lost confidence in the third party gave up the project under pretence of sickness, and I also followed his example.

I shall now relate in brief his short but brilliant career in St. Louis and vicinity. He went under the name of Prussian Colonel, and called himself the Adjutant of the Crown Prince of Prussia (later William the IVth.) He came from Prairie Du Chien, Wisconsin, then a place of small notoriety, and pretended to be in possession of immense wealth, and said that his steamer would soon arrive to be laden with merchandise. He immediately found himself surrounded by a host of merchants presenting their cards, courting his favor and offering their services. This was sufficient inducement for our Adjutant to hire carriages and sleighs, to give champagne parties, at one of which he used one hundred bottles, and settled the bill with the confidential words, "I will pay as soon as the steamer arrives." This was good guarantee, and as times rolled on, money rolled out, but the steamer not arriving, his credit failed, and he was obliged to leave and seek pleasure in a more hospitable place! He next went to St. Charles, where I was carrying on business. Here he commenced giving parties and sleigh rides—but the weather preventing further enjoyment, he again returned to St. Louis. But the steamer not having yet arrived, his creditors became alarmed, and questioned him as to the truth of his assertions. Not being able to combat them with words he tried to do so with blows—and his treachery becoming known, he was committed to prison, but having nothing wherewith to satisfy his creditors he was again released. During this time my companion lived also in St. Charles, the comforts of life not being so high as elsewhere. He felt very sorry about our Adjutant's misfortunes, considering him a man above the ordinary sphere, but felt still more sorry because he was his creditor to the amount of fifty dollars. This and our Winter's extravagance had entirely exhausted my friend's treasury, and being dissatisfied with every branch of business, his situation became quite critical. In this forlorn condition he had the good fortune to meet with some French gentlemen who were going to Santa Fe on a trading expedition, and aware of his circumstances they took him along.

In the Autumn of the same year he returned with seven mules for which he had traded clothing, some of his former stock in Switzerland. These mules he kept on the farm of a widow, where pasturage was good, charges low, besides many other opportunities. He now commenced trading with the Missouri farmers, and whenever he had to give boot, he generally presented his note, which he redeemed punctually, but not without borrowing the amount from his friend.

In pursuing this course as a jockey, and to facilitate the trade, liquors were freely used, and the farmers thought him a capital fellow, and gave him the name of "*Captain*," by which he was afterwards known.

It may not be out of place here to inform you, my readers, who my acquaintance was and whence he came. His name is *John A. Sutter*, a native of Switzerland, and reared in the village of Burgdorf, near Bern. He was clerking in a clothing store until his marriage, when he commenced the same business for himself. But misfortunes, sometimes unavoidable, visited him, and instead of gaining wealth, found himself so heavily indebted that he left his family and came to the United

States. I have in the preceding page narrated his history from the time he landed at St. Louis, Missouri, until the Autumn of 1835, when he received the title of "*Captain.*"

The trip to Santa Fe, and his intercourse with the Prussian Adjutant, learned Mr. Sutter a brilliant lesson in case he should have a chance to put it in practice, what he soon contemplated doing. After Mr. Sutter had disposed of his mules and wound up his business with the Missouri farmers, he proposed to organize a German company to go to Santa Fe on a trading expedition, and by telling every one of the immense fortune which awaited them, it was quite easy to form such a company.

Our company immediately rose to the number of seventeen members. Each man, except Mr. Sutter, who was chosen captain, deposited his money in the common treasury, and preparations were made to embark as soon as possible. To give a full detail of the preparations made for so stupendous an enterprise, would probably trespass on your time; suffice it to say, that goods of different denominations were purchased from a firm in St. Louis, to the amount of $14,000, half of which was paid cash down, and for the remaining $7,000 a mutual note was given by the company, payable on their return. Besides this several thousand dollars were expended for oxen and wagons. In this preparing and making great boasts about the fortunes we should have on our return, our company stood above par, especially among the German population, which at this time was quite small. It was considered an honor to belong to our company. A German who heard of our flourishing prospect hastened from New Orleans to St. Louis and offered $1,300 for his investment. This amount our captain speculated with on toys, and strange to say, the whole cargo of $1,300 worth did not realize $20.

Everything seemed ready, and a day was set for the members to assemble at St. Charles, the headquarters of the company.

On the appointed day every member appeared ready for movement, when, to our great surprise, we learned that there was not a single dollar in the treasury. What to do in a case like this seemed a mystery to me, but our captain in this critical position made a bold stroke. He soon found a man who had confidence in our expedition and who gladly advanced $100 in order to become a stockholder in the company. This obstacle being removed we now bade farewell to our friends and acquaintances, and while shaking hands, bidding "good bye," "good luck," etc., the command (gee buck) was given, and the glorious expedition moved on majestically for 35 miles, to Marthasville. The train consisted of four ox-teams, and each wagon was most judiciously laden with an abundance of wines, liquors, etc., which were thought to be the most necessary to facilitate the journey. The train was accompanied with its seventeen owners, who were composed of bankers, doctors, colonels, captains, merchants, mechanics and farmers, single and married men, all equipped with a good sized canteen, which was filled every morning by the provision master.

Having arrived at Marthasville, 35 miles from St. Charles, a second difficulty presented itself. The hundred dollars which our captain had so cunningly procured at St. Charles had disappeared, and the train was brought to a halt. Beyond our expectation, the credit of our renowned company was so universal, that our captain again succeeded in obtaining two hundred dollars through the security of a friend.

After greasing the wheels, and thoroughly wetting our throats, the train got in motion once more, and nothing of importance occurred until we arrived at Independence, except having undergone heavy traveling expenses.

The first introduction we had here, was the production of an enormous freight and storage bill for goods which had been shipped, per steamer, from St. Louis to this place. This bill was promptly paid by the company, by an assessment on each member. Though everything seemed ready for motion, yet we had neither flour nor meat—the most indispensable articles for a trip of this kind—and how to procure them seemed a mystery. But to give every man his due, I must confess that Mr. Sutter could conquer any obstacle of this kind, no mattter how thick the brass that had to be put on. He succeeded, through a German friend, in obtaining the requisite amount of flour from a miller, and a reasonable quantity of meal from a farmer, all of which being placed on the wagon, the train proceeded towards the land where our captain assured us fortunes were awaiting us. Contrary to our expectations, we were obliged to hire freight teams at Independence at the rate of thirty-five cents per pound, in order to carry our fresh supply of goods, our own wagons being thronged with liquors and provisions.

After our departure from Independence, financial troubles ceased; but many other disagreeable feelings were tolerated, such as quarreling, fighting, and even dueling. On these occasions we clearly saw that our captain was not accustomed to weapons, and had probably never handled any. As every one of us had been soldiers, we daily practiced cavalry drill on the plains, merely for amusement, and when we asked Mr. Sutter to join us, he always refused, saying he never practiced such drill.

After all difficulties had been conquered, we were once more ready for movement. Our train traveled on slowly for 150 miles to a place called Council Grove, where all the different branch trains meet, and having arrived we found the whole train amounted to 120 wagons. We now elected a captain by the name of "Kar," under whose command the whole expedition proceeded. Advancing on our journey, some of the members having lost confidence in Mr. Sutter, and fearing a total failure of the expedition, sold him their interest in the company at an advance of thirty-five per cent., but the poor fellows never received the interest and were sadly disappointed.

On arriving at the river Simeron, according to the custom of those days, some of the company were sent in advance to prepare for the reception of the train, procure warehouses and sale rooms, and to have everything in readiness to commence business on the arrival of the goods. The men having gone ahead, the train moved on, and when we arrived at St. Michaels we were met by our "runners," among them our captain, in company with several Mexican "caballeros." Here Mr. Sutter informed me that he had still another way of making a "pile," easier and surer than the one we were engaged in; but it being an act of felony against the laws of Mexico, the enterprise had to be kept a secret. I accepted the proposition with the condition of choosing my own partners. This speculation was proposed by a Frenchman, whose deeds or infamy closely resembled those of our Prussian Colonel. As this second method of making money might be of interest, I shall narrate the facts as I have myself experienced them.

This branch enterprise consisted in trading with the Apache Indians who were in possession of a great many horses, mules and proved jacks; but these Indians being in open hostility to the Mexicans, and the law being so severe against them, it was a dangerous undertaking; yet many violated this law, and, for so doing, suffered the penalty of death; others were lodged in jail at Santa Fe, from which, through the aid of foreigners, some escaped to Fort Bent on the Arkansas river.

Having sold my share in the main company to Mr. Sutter, I made calculations for our new enterprise; but when I came to settle my account with him, I found him unable to pay hardly anything. Here were myself and my two partners without a dollar, and, what was worse, not allowed to appeal to justice, through fear of being apprehended in our design. I now wisely selected the gentleman who had $1,300 invested in the company as a third partner, and he being a very enterprising man, and anxious to enter into some "paying" speculation, proposed to take half of his stock at Santa Fe prices, and donate the remainder to the company. This was agreed on, and the goods delivered up with such promptness, that the other members of the company (except the captain) never discovered it.

The goods were confided to the care of a Frenchman whom Mr. Sutter had appointed as our guide and equal partner, on account of his experience. This Frenchman told us he would procure mules, pack saddles, provisions, etc., in order to be ready to start on our journey as soon as the main company left for St. Louis on their return. Lastly the main company left for St. Louis, and when they asked why we did not go back, we answered that one of our partners was sick, and that we should wait for his recovery. Now, we were anxious to start after our certain fortune, but as our Frenchman had every day some excuse for delay, we grew impatient, and being asked by his brother with whom we had roomed, what business we had with his brother, we told him the whole story. After listening for some time he grew impatient, and with astonishment and indignation asked us why we placed so much confidence in him—insisted that we should go immediately to his house and secure the goods that were still left. But when we came there, the goods were already gone, and the only recompense we ever received was this cool reply from our Frenchman, "I've got into bad luck in gambling, and lost the whole." This enraged our $1,300 partner, and in spite of all persuasion he resolved to return at once to St. Louis. Besides his valuable gold watch and shot gun, he had means enough to reach his farm (which was near St. Louis) once more. Before starting for home he found it necessary to employ some one as guide and companion. He unfortunately engaged another Frenchman named "Joe." I again begged him to remain a little longer, being aware that "Joe" was not a good companion, and this proved but too true. But he was resolved to return regardless of consequences. He arrived safely at Bent's Fort. Here they were joined by an American adventurer, who, in company with "Joe," arrived at Independence with everything except my partner, whom they murdered at Cottonwood, and buried his body in the bottom of the creek. The following Summer as I passed that way, I found his body had been dug out by the wolves, and his clothes, by which I recognized him, scattered among the bushes. I immediately sent the melancholy news to Frankfort (Germany), where he had been connected with a large banking house, and where also his wife and children resided. This was the first victim of Mr. Sutter's great fortune-making enterprise, who came to an untimely death by the hands of Mr. Sutter's favorite Frenchman.

After the departure of our ill-fated companion, we found ourselves greatly embarrassed, disappointed in hopes, and scarcely without means of support. We managed, too, till one of us hired as a cook, and the other as clerk in a store.

Just at this time a rumor spread that an Indian had exhibited a nugget of gold in "Taos," which he positively asserted he had found in the south fork of Platte river. Immediately a French company was formed, and I was one of the members, and in a few days everything was arranged for the gold expedition. We arrived as far as the supposed diggings, but the severity of the weather and a lack of provisions obliged us to return as quickly as we went. The snow was four feet deep on the plains, and we suffered severely. What risks and hardships a man will endure for "the root of all evil." We then thought the Indian's story was false; but it was afterward verified by the discovery of gold at Pike's Peak. At the same time there was another expedition for the recovery of the white women who were stolen by the Comanches, but I preferred hunting for gold; but both failed—neither women nor gold were to be found. After my return I found my companions dissatisfied, and we came to the conclusion of prospecting the gold mines which were close by. Having loaded a jackass with mining tools, we set out on foot and arrived at Placer (Real de los Dolores) the same day, a distance of thirty miles. Luckily, one of my companions secured a situation here in a store, and my only remaining comrade and myself again met with a Frenchman who also had the intention of going to the mines. The diggings were four miles further on, and we arrived there intentionally at night, in order to escape the notice of the natives, who delight in seeing a white man come down to their level in regard to labor.

Next morning a claim was secured from the Alcalde, and we worked at it with great energy; but we had scarcely commenced when we struck sand, and consequently were obliged to change our location. At the end of ten days of hard labor we had what we thought a large pile of good pay dirt, and concluded to wash it and see the result. In order to do this, our jack had to carry it three miles to the washing place, and, after washing all day, we found only eight dollars. Out of this we had to pay for provisions, for the labor of three "Piones," and the remainder was divided between the three stockholders. But as we were blessed with a good knowledge of mathematics, no difficulty occurred in making out the balance sheet.

Those days I shall consider as the most unhappy and disagreeable of my life. My old comrade and I left immediately for Santa Fe, and, through the assistance of friends, we obtained a tumbler from one, a decanter from another, a keg of whisky from a third, and, by strict attention to business, we succeeded in receiving a billiard table and some dry goods on commission. Thus, by strict economy, we secured a living. I soon became dissatisfied with my new business, and resolved to carry out the first project, and accordingly left in company with six Americans on the 17th of February, 1837, for the Pacific. My partner remained at Santa Fe, and afterward held the position of United States Marshal under President Pierce.

Thus ended Mr. Sutter's branch expedition, and we have seen what became of his unfortunate fellows. In saying Mr. Sutter's expedition I do not intend to call him the originator, for such he never was of anything. He never made or carried out a determination, but others did, and, using him as a tool, attained their object. But let us return to the progress of the main company.

On their arrival at Santa Fe, a store-room was rented at a very high price, a clerk was employed at an enormous salary, and everything had to be carried on in the grandest scale. Make or break and run off was the motto!

The first trouble was a smuggling case instigated by some Frenchman. Our captain turned smuggler, was caught and had his goods confiscated, but, through the influence of Dr. M——, Sutter was acquitted on a fine of a few baskets of champagne. Trade was quite dull, except in fancy articles, which diminished rapidly on account of the gallantry of the members who vied with one another in winning the esteem oı the ladies, and Mr. Sutter even competed for the prize.

As trade went on slowly and everything had to be sold within four weeks, a proposition was made to take some of the goods to Chihuahua, where they expected a better market. This was opposed by Mr. Sutter, and had it not been for outsiders the whole expedition would have been broken up. This opposition divided the company into antagonistic parties. When the time for returning arrived they had still their goods on hand, and should have taken them back had not Dr. M—— again used his influence and succeeded in selling them to Commissario Armigo for the sum of two thousand dollars. The payment consisted in forty mules and a note for one thousand dollars. This note they sold for five hundred dollars. The oxen were stolen and the wagons were donated to friends. It must be remembered that Mr. Sutter acted generously as long as it did not affect his own purse.

Finally, everything appeared ready for returning, and they left in great haste. On the way they suffered severely, and many regretted how carelessly they set out on such a journey.

In trading for the so-called private plunder, Mr. Sutter received one hundred Spanish horses which had been brought there from Sonora, but when they reached the boundaries of Missouri, not only his, but those of the whole company, had greatly diminished.

They finally reached Independence, where they were cordially received by their impatient creditors, who had almost lost their eyesight in looking for the great fortunes these New

Mexicans were to display on their return. These creditors were paid off in stock, and the train proceeded to a second station, where they were also to meet more creditors.

By this time the stock was quite low, and the number could be counted without error. These last mentioned creditors without much ceremony seized upon the mules, and kept such a number of them as would balance the account. One of the members, under cover of night, secured the few lame and crippled mules, left and decamped for parts unknown.

The famous German company, without money or stock, now came to a halt. They heaped curses upon their leader, who, in order to avoid their threats, most cunningly remained with his private stock at Westport. Thus ended Sutter's independent fortune making enterprise. The loss of each man's capital, besides six months of ill-spent time, would soon have been forgotten, but the fact that seven thousand dollars had got to be paid at St. Louis, besides many smaller amounts, brought dismay and bitterness upon them all.

After many consultations on what course to pursue, they became disgusted in reading in each other's faces their sad situation, and concluded to scatter in all directions. Some went to Texas, others to Germany, and some, in order to avoid trouble, assumed false names. One of them, in starting for Europe, was arrested in St. Louis, and lodged in jail until he promised to pay one thousand dollars on his return, which sum he actually paid. One of our members, a very prominent doctor, who left his wife and child on a well cultivated farm, for which two years previously he paid three thousand dollars; this was also confiscated, and the poor wife and child were thrown upon the cold charity of the world—and I think this was all that was ever paid on the seven thousand dollar note. As for Mr. Sutter, he never went to St. Louis. He remained at Westport to prevent falling into the hands not only of the seven thousand dollar creditors, but also of his landlords at St. Louis and St. Charles.

In the Summer of 1837, as I returned from a tour to the Pacific, I met the Santa Fe train on the plains, and was told that Mr. Sutter had settled at Westport and was very rich. I doubted this, for I knew that fifty old Spanish horses was not much of a fortune in Missouri, although I also knew that deception and duplicity were able to produce many opinions.

When I arrived at Westport and met Mr. Sutter, I was really surprised to see how ingenious a man can be when he wishes to show the opposite of real character. I remained with him for three weeks, which enabled me to dissolve the whole mystery. He claimed the town of Westport, with some of the adjacent farms. He purchased a farm with a saw-mill on it for four thousand dollars. Another farm on which he lived he bought for three thousand dollars on credit. The town he purchased on credit also. I suppose these are the farms which the French Count speaks of in his history of travels through Missouri. How easy it is to falsify history. All that was necessary for Mr. Sutter was to keep up a brilliant and prosperous appearance as long as possible. In order to avoid suspicion he began to build the "Far West Hotel." Sawed logs and other material were procured, and the Shawnee Indians employed as the builders at seventy-five cents per day, except the cornermen, who received a dollar. The most interesting feature of the contract was that, when night came on, every Indian presented himself for his pay, and when asked what part of the work he was doing, he always said "cornerman," and consequently received his dollar without hesitation. While the building was being erected, a large sign with the inscription "The Far West Hotel," in golden letters, was ordered to be painted at St. Louis, for the sum of sixty dollars. Whether this sign ever arrived or was paid for I do not know.

Every morning Mr. Sutter appeared uneasy and troubled about the procuring of payment for the evening, but by absenting himself for a few hours, usually returned with his purse replenished, and every Indian received his dollar. We boarded in town, where several respectable families were living. We made a German saloon our place of resort, and here money was lavishly spent by Mr. Sutter, but, strange to say, no one knew where it came from. Mr. Sutter, who was apparently very intimate with the Indians, most liberally treated them to whisky, which, to escape the penalty of the law, he smuggled across the boundaries in saddle-bags. His attachment to the Shawnee squaws grew stronger day by day, and their visits to town became so frequent that the ladies of Westport were forced to petition the Common Council to have them stopped. Behold the contrast. What those ladies then considered demoralization, the Supreme Court of the United States in later days pronounced civilization.

At the end of my three weeks sojourn, I left Westport to make another trip to the Pacific, and felt sure that on my return I should find Mr. Sutter bankrupt. But it turned out worse. He was compelled to run off as once before, and the consternation among his creditors was beyond conception. They could scarcely believe that such a noble foreigner would thus swindle them; but the fact was too palpable. He left Westport about the middle of May, 1838, without any means of support, and joined a company of mountaineers who were on their way to the Rocky Mountains. His intention was to go to Santa Fe and meet me on my return to the Pacific; but he had to follow these mountaineers, whose destination was Oregon. It was reluctantly Mr. Sutter started on this journey; but he had no other alternative than to take to the plains, where he would be free from his creditors.

According to his own statement, they made slow progress. At every post they took a long rest, and, as he was not accustomed to ride on horseback, I know he was not anxious to go with much speed.

However, they arrived safely at Astoria, and after delaying until New Year's Day, 1839, Mr. Sutter took passage on a schooner for Honolulu, from which place he wrote his first letter to the editor of the *Anzeiger des Westens*, St. Louis, in which he stated his long delay at Astoria, in consequence of the very scarce appearance of a vessel at that port, and that he experienced very rough weather, and found that the name Pacific was certainly not very appropriate. This letter from Honolula arrived at St. Louis about Spring, 1841. In this he speaks of Christian missionaries and many other subjects, which prove that he must have been there for some time, as he was well acquainted with the political and religious institutions of the Island.

After remaining in Honolulu (I do not know how long), a certain firm by the name of French & Co. sent him as supercargo of a schooner to Sitka, probably to return as soon as possible with a cargo of ice or fur. The schooner landed safely at Sitka and cast anchor there for three months. The supercargo (Mr. Sutter), full of adventurous ideas, instead of returning to Honolulu, steered south, probably on an exploring expedition as he thought, and landed at San Francisco, where he declared himself both master and owner of the schooner and cargo. But as Monterey was the port of entry in those days, Mr. Sutter was ordered to leave and report there, which he did, and returned to San Francisco again. It was thus Mr. Sutter came in possession of a schooner, cargo and men with whom he managed to establish himself in California. To the credit of Mr. Sutter, it was reported that he unhesitatingly paid nineteen thousand dollars to the firm in Honolulu in 1849.

Now, as false history tells us, Mr. Sutter, after his return from Monterey, sailed on another exploring expedition up the Sacramento river, thence up the Feather, and on his return landed and dug a ditch where Sacramento now stands. All this is said to have taken place in 1839. Let us see how this will correspond with the regular time table of a solar year. The letter which Mr. Sutter sent from Honolulu to St. Louis was forwarded by a whaler, which sailed directly for New York. Then I ask, could Mr. Sutter have left some time afterwards, sail to Sitka, remain there three months, then go to San Francisco, stay there a few days, thence to Monterey and back again to San Francisco, then up the Sacramento and Feather rivers, back again, and on his return land at Sacramento, dig a ditch there—could he, I say, have done all these things at the same time? It must therefore have taken the vessel two years to go from Honolulu to New York. If all these voyages and delays were made within one year, then Mr. Sutter outshines Columbus in maritime glory.

The day Mr. Sutter left Honolulu cannot be exactly ascertained, as the records of the Custom House only date back to 1842; but I hope the letter in print can be procured. In 1845 a letter was received at St. Louis from Mr. Sutter, in which he stated that he now possessed more land than a Duke in Germany, and that by a grant obtained from Governor Michaeltorena, of twenty-two leagues, he was all right in his possession. This grant covered the Sacramento Valley from "Los tres Ricos" to the Cosumnes, and after having enlarged his establishment he would call it New Helvetia; and furthermore, that he wished to obtain different mechanics and laborers, viz: one tanner, a woolen weaver, two blacksmiths, two farmers and two shepherds.

How will this correspond with California history, which tells us that ditches were dug, forts built and the fields bear ing wheat enough to pay to the Russians their annual tribute, as early as 1842?

Why did Mr. Sutter call for help in 1845 if everything was in complete order in 1842? The most probable story is that Mr. Sutter bought Fort Ross with its different branch trading posts, one of which was situated and, until 1849, stood in the middle of M street, Sacramento. This was the opinion I formed of it when I first saw it in '49, and what was called the Russian Embarcadero proves that there must have been considerable trading between this post and Fort Ross. It is also well known by old traders that each fort had its branch trading post. After his arrival, Mr. Sutter had certainly means enough to buy Fort Ross with its branches. The schooner and cargo paid for some, and the remainder could have been paid by giving a certain amount of wheat each year. Mr. Sutter says that he never lived at Fort Ross. It may be true, but he certainly lived in the adobe house on M street; but he never mentions where he lived before building the fort. In 1848, one of the first explorers sent by the United States made the following statement, when asked how Mr. Sutter was progressing: "He owns two grants; one on the Feather river, where Hock farm is, and the other on the American, where his fort is." In 1849, when Mr. Sutter was asked where his grants were located, he made the following answer: "My Alvarado grant is on Feather river, and the Michaeltorena grant belonging to me and my son is here at Sacramento." I have no papers to show, having lost them in the battle of Cuhuenga; but I can prove that I had them. With regard to this battle, an eye-witness has informed me that but one cannon was discharged at the enemy, and this without any loss of lives, the cannonier having failed to take proper aim. However, the victory was won, the foe scattered; but it seems Mr. Sutter kept away from the scene of action, and regaled himself with whisky in a saloon in town.

On another occasion, when he was asked why he built the city on such a low and swampy place, he said that in company with some speculators he had traveled up and down the Sacramento river, and, after diligent investigation, they had unanimously agreed on the present site of Sutterville as a suitable place whereon to build a city, and he immediately erected a brick house; but that, during his absence at the Convention at Monterey, his son, instigated by other speculators, had laid out and began building the present city of Sacramento without his permission, and at the same time gave hundreds of lots to these speculators, which grieved Mr. Sutter very much; but he had to submit because his son was equal partner in this grant.

Thus far all the statements and current opinions seem to correspond; but as soon as the Michaeltorena grant was doubted, these speculators had to resort to other means. The copy of the Alvarado grant was singularly consumed by fire *without smoke.* I say it was burned accidentally, because only a few interested parties ever saw it. Had such a copy really existed, thousands of men would have seen it, as it is one of Mr. Sutter's peculiar characteristics to reveal and show everything he has or knows. Why did not Mr. Sutter show this copy to the settlers, or even to the county or State officers, in order to prevent quarreling, fighting and bloodshed? It is curious he cannot remember what became of the original Alvarado documents; perhaps he lost them in the famous battle of Cuhuengo, where he lost the second grant; or it may be possible that they were also consumed by fire in forming wadding for the cannon.

When the Land Commission was first introduced the door was thrown open to every species of crime. As soon as they had confirmed the legality of the first grant, it was only necessary to fill out blanks, bribe witnesses to make oath to their genuineness and procure maps.

It is astonishing to know how little these learned Judges were skilled in the topography of California. Had they known better, they would not have confirmed 811 grants when in reality there were not more than 800 inhabitants, young and old, in the whole country. If we can rely on the accounts of travelers and Indian chiefs, we must believe the above statement. If any of the latter were asked about the population, the answer was, "No gente in California" (no people in California). The first emigration commenced to Oregon in 1840, and to California in 1846. I have advised many farmers in the States to come here, but they preferred Oregon because it belonged to the United States, and they wanted to be under the American Government.

But how did Mr. Sutter get his Alvarado grant which was located along the Feather river, and which, by the most powerful expansion, could not reach the Sacramento river by fifteen miles? This I will relate somewhat figuratively. As we have seen, the documents were burned, and so long as the Michaeltorena grant was not doubted, the Alvarado grant was always up at Marysville, and never came near this city; but as soon as the Michaeltorena grant was rejected and the documents of the other vanished, genii and lawyers were set to work. Some may think the land was put up on jackscrews, like Billy Birch's farm in Illinois, or moved by steam or by hydraulic power. Such was not the way it was done. The ashes of the (never) original documents were carefully gathered and transplanted on a goodly sized strip of elasticum. After it sprouted it was found not exactly as interest demanded, and therefore had to be again transplanted. After thus retransplanting and recopying those imaginary documents, until they seemed correct, one end of them was fastened to the lower end of the Buttes and the other wherever Mr. Sutter's imagination fancied the most beneficial, which, according to accounts, was Sacramento.

> "He was monarch of all he surveyed,
>   His rights there were none to dispute,
> From the Buttes down to the Bay
>   He was lord of the fowl and the brute."

I was at San Francisco when the case was tried before the United States District Court; two affidavits were produced, one stating that he had surveyed two leagues of land in Sacramento, then crossed the American river and continued surveying along the Sacramento; the other stated he surveyed two leagues here again, then went on a boat up the Sacramento, and commenced at Nicolaus. At one time the land or grant was connected by a narrow strip, then again in two distinct tracks, and again in nine parts. Sometimes the boundaries were in and other times out of their limits. Two years ago, when I was in Mexico, I inquired from the highest authority whether Mexico had ever given two separate tracts, and was answered that it was entirely contrary to law and could not have been done. Who were the witnesses in these grants? None but grant-holders themselves, who mutually testified for one another; and the settlers, expecting their favors, and to be free from further litigation, raised them to high offices by their votes. This has been the ruin of the set tlers. How often have we heard the speculators saying, "We admit you are right, but money can overpower justice." So far there was only one obstacle, and this was, the Supreme Court of the United States had decided that the land of every grant had to be in a compact body.

A conspiracy was formed by a certain Judge and a little saloon United States Senator, who introduced a bill into Congress to allow a grantee the right to select his land where it was most desirable, and which allowed him to jump over whole grants, which gave rise to what is called the "jumping law," which, if constitutional, then Congress cannot pass an unconstitutional law, and President Johnson is wrong. I hope time will yet furnish the means to clear up this whole scheme, and that what riches and misrepresentation have done poverty will undo.

Two years ago when our Legislature was in session, Mr. Sutter intended to present to that honorable body a reclamation of taxes paid by him on land on the American river, which the Government had taken from him. The amount of taxes thus paid was said to have been about $3,000. To have brought such a document before the public, every sensible man knew would not do, as it would have untied the bag and let the cat out. Therefore the reclamation was withheld, and the *insignificant* sum of $15,000 was presented to Mr. Sutter in order that he would keep silent. To prevent the public from protesting against such extravagance, one of our journals remarked, that in recalling his merits, it would never do to let him pass our doors in need of anything. Who would not accept such a present? Who cannot see that we, the people, have to pay and furnish the means with which we are swindled out of our property?

In 1849, an old acquaintance who lived in the State of Sonora, and who in 1836 traveled with us to Santa Fe, came to California in search of gold, and while sojourning in Stockton, he listened to a conversation about grants. A certain gentleman remarked that he owned a league of land which he had received from Mr. Sutter as a reward for past services, and now this same gentleman owns eleven leagues.

How easy does it not seem to succeed in making the most stupendous frauds if one has only money enough to cover them and make them appear just and equitable! Let us now turn to another subject—let us see the means that were used to bring the Courts in his favor.

It was only necessary to pay or make some liberal promises to his friends, in order that he might gain their good will and admiration.

By telling and circulating his own stories, the Courts became acquainted with all his noble deeds and the honorable positions he (never) held, and thereby thought themselves qualified to render a just decision.

In order to elevate Mr. Sutter's social position and to make a good impression on the tribunals of justice, elected or not, his friends nominated and ran him for Governor in 1850. One of our ex-Governors was induced to appoint him Major General. The position was certainly honorable, but when he had to pay $3,000 for a General's uniform, which was far more than he could afford, the Governor discovered that he might have acted more humanely and given the position to one more wealthy and capable.

The picture of the newly made General had to be purchased by the Treasury for $1,500. This was hung in our Legislative Hall, alongside of the "Father of our Country." What a contrast! Can we follow the example of both at the same time? When I visited the Assembly Chamber, and beheld the picture of Washington, the lover of truth, hanging near that of a man of an opposite character, I felt grieved to think that men of education would thus strive to blind the community, making them believe what they cannot, nor do not, believe themselves.

This was not done on account of his military fame, for he never fired a shot, nor drew a sword in battle, and he cannot certainly rank even with the humblest soldier who fought to defend our Union.

His picture was hung up at the Pavilion during the first fair, with the motto: "Honor to whom honor is due." This raised the General in the estimation of the whole State. To show and prove how easy it is for a foreigner to deceive the people, only look at the impostor of New York, who, without a dollar, represented himself as a Prussian Count, and openly deluded the aristocracy of that city. Even look at our official at Washington, who, feigning to be a nephew of the great Lafayette, figured as a prominet witness against Wirtz, but was discharged from his clerkship of the Interior Department as soon as it was found out that he was only an impostor, and had previously deserted from a New York regiment. These men longed for money, and if they only had the means to uphold their imposition, they never would have been detected.

I shall now relate a few facts, showing, according to Mr. Sutter's statement, how he was robbed by the settlers. In 1849, when he was a candidate for Governor (although none thought him capable of that position, except some aspirants for office, and some others who delighted in drinking to his would-be Governorship), his expenses were from two to three hundred dollars per day, and judging from the price of luxuries at that time, it is very evident that the cost of living was for him very high.

One day in "'49," as I was passing by the City Hotel, I met Mr. Sutter, and had scarcely saluted him, when a carriage from Sutterville drove up, and in a moment my friend jumped in, and off they went. He seemed to have a "wee drop in his eye," and no doubt the deeds were ready for his signature.

In 1850, Mr. Sutter went on a "big spree" to San Francisco, and in the space of four weeks spent $15,000 in Spanish doubloons, besides borrowing from a certain banker $1,000 more. After his return from San Francisco, he offered a note worth $10,000, due in two weeks, for half its face, wishing to have the cash immediately, rather than be deprived of any pleasure. When Prince Paul of Wurtemberg, and some Hungarian officers were here, they received the hospitality of Mr. Sutter, who kept up the Bacchanalia with them for the length of ten days, when, together with some speculators, they went to Hock Farm and prolonged the spree. It was disgusting to any free man, to see such a renowned captain play like a lap dog around his Royal Highness and lick the spit from his very lips. In his son's partnership with a certain party, the "Zinc House," and many lots were utterly lost. One of the latter day speculators, whom Mr. S. commonly designated *a la France de Canallie*, and of whom he says: "This boy I have fed and clothed, and with the most shameful ingratitude he has defrauded me of everything." It was thus done: He and Mr. S. formed a partnership to procure the land which his son had sold to other parties; and to accomplish this, Mr. S. gave him a letter of recommendation, advising the son to sell his right and title for a nominal price; but no sooner was the thing effected, than Mr. S. was entirely excluded. Mr. Sutter paid annually for a lawyer's services, $5,000, and his agents still owe him many thousand dollars. They always took the kernel and left him the shell. These few instances will suffice to show that Mr. Sutter was not robbed by the settlers, but that, through mismanagement, bad habits and corrupt company, he has squandered more than he ever had.

Of all the distinguished gentlemen of this country, there appears to be one (Attorney General Black) who had a knowledge of these land frauds, and of Mr. Sutter's real character. In his reports to President Buchanan, May 22, 1860, he says: "No people can be loyal whose rights or propety are not secured; and it is vain to look for public morality under a Government which fails to distinguish between honest titles and fraudulent claims. I ought to add, in justice to Captain Sutter, whose name is historical, that he is not believed to have fabricated the claim himself, nor did he voluntarily assert its genuineness, but he was the dupe and instrument of others."

In 1838, there appeared in the "*Anzeiger des Westens*" and the *Missouri Republican* the following: "Mr. N—— has just returned from the Pacific, and through his energy, courage and perseverance, the road to the Pacific is now open, and many will follow." I will leave it to judge who is the author to whom this has reference.

It was publicly stated that Mr. Sutter intended to go to Washington to seek redress; but after receiving $15,000 from the California Legislature, he was well satisfied, and postponed his trip for some future time. It was also stated that he would make a tour through Europe; but I am sure, that when he arrives at Washington and meets Generals Grant, Sherman, and others, and relates to those high functionaries what he often told us here, that he is most intimate with Louis Napoleon, having been a cadet with him, and that he possesses several medals from the Court of Spain, that he is also a bosom friend of the Emperor of Austria, and when he would appear before Her Majesty, Queen Victoria, she would call him Sir Sutter, and make him Knight of the Garter, etc., certainly our Washington officials will do all in their power to retain such a distinguished personage, rather than permit him to visit those European despots. Who knows what influence he might exercise over Napoleon in regard to the Mexican question, or over Queen Victoria concerning the debt England owes to the United States, for property destroyed by the Alabama?

But he will never go to Europe!

United States Supreme Court.

If we take the Supreme Court of the United States, the preliminaries are false, and so must be the conclusion. Two travelers, the French Count De Mafras and Captain Fremont, received their early information from Mr. Sutter, and so did the other witnesses, thus showing that he has been his own witness in his own case.

Vioget, the surveyor and main witness, testifies that in January, 1841, he made duplicate maps for the claimant of the establishment of New Helvetia, at which place he surveyed eleven leagues.

I have already shown that we do not know where New Helvetia is, and if we could prove that Sutter had not arrived before 1841, he could not have ordered this surveyor to measure all this land unless he sent him before he himself started.

Since writing the foregoing, a petition was introduced into Congress by Mr. Sutter, praying for compensation for lands owned by him in California, and occupied by settlers from the United States; and also for indemnity for the seizure and destruction of large quantities of his live stock by parties of immigrants. I will herein only repeat a few sentences set forth in the petition as it appeared in the Sacramento *Union* of February 14th, 1866, to prove thereby the veracity of my statements. Whoever wrote this petition was not much acquainted with Sutter's career. He may have been a stockholder in this land enterprise, but we have to take it as Mr. Sutter's own diction. This petition was just the one to prove the falsity of many of his statements.

Petition:

"Your petitioner respectfully shows, that he is a native of Switzerland, born of respectable family, enjoying independent circumstances; he received a good education, literary and military.

We know he is a native of Switzerland, born, I suppose, like anybody else.

In regard to his parentage, he was always silent, and never mentioned a word about them, or his brothers or sisters.

As for his military education, I have already said enough, and will pass it by as a common story.

"In 1834 he left Switzerland and arrived in New York, from which latter place he immediately made his way westward through the State of Missouri, and whilst he sojourned at St. Charles, in that State, he made before the proper tribunals his declaration of intention to become a citizen of the United States of America.

About his immediate westward travel, I must say that he stopped three months in Cincinnati and remained in St. Louis and St. Charles till 1835, when he started for Santa Fe. About his having made his declaration of intention to become a citizen of the United States, I am somewhat in doubt, for, on the 12th of October, 1835, I, with about a dozen others, friends of Mr. S., made our declarations at the Court of St. Charles, but Mr. S. was not with us that day. Even if he did make such declaration at the Court of St. Charles the records can show it; but by close investigation, it will be found that they will point to the conquest in California.

"He then went to New Mexico and returned to Missouri.

He left in the Spring of 1835, and returned in the Fall of the same year.

When in New Mexico he met with different persons who had, as hunters or trappers, traversed Upper California, and who had described to him the beautiful valleys therein, which confirmed his previous impressions conceived of that land, and he resolved to make that Upper California the theater of his future actions.

That he met with different persons who had traversed Upper California, is wholly unfounded. There was none in New Mexico who had been in California, and as I said before, Sutter had to follow his one hundred horses to Missouri, a project he would not have abandoned for all of California.

In truth I made the first proposition to go to California. After the arrival of the great German expedition at Santa Fe, I enquired of every one whom I thought a traveler, about the coast, and particularly about California, but during my long stay at that place, besides visiting other towns, could find no one who had been further West than Chihuahua. Therefore, to satisfy my original inclinations and convince myself of the beautiful valleys of which I read in Kotzebue's travels, I determined to go to California, and, as you have seen, I did go, but not without begging Mr. S. to accompany me; but he refused, "The difficulties of crossing the mountains from New Mexico were represented as impracticable by any available means of the petitioner, and he determined on his second return to Missouri, to reach the Pacific through some of the trapping expeditions of the American or English fur companies."

"Not being enabled to connect himself with such an expedition till April, 1838, when he, on the 1st day of that month, left Missouri with Capt. Tripp of the American Fur Company, and traveled with his party to the rendezvous of the Rocky Mountains, from which point he, with six horsemen, crossed the mountains, and after encountering the usual lot of dangers and hardships arrived at Fort Vancouver.

"Having before learned that there was no known land communication with California from the valleys of the Columbia or the Willamette, that could be traveled in Winter, and there being then a vessel of the Hudson Bay Company ready to sail for the Sandwich Islands, petitioner concluded to take

saying that he would like to be partner, if anything could be gained, but was forced to drive his horses back to Missouri.

It is really absurd to mention difficulties about crossing mountains. This shows plainly that there was nobody who could have given him such information, because there are no mountains. I went there four times backward and forward without crossing any mountains. Circumstances of which I have already spoken compelled him to accept the first opportunity of leaving Missouri. He never had an idea of coming to California. If he had, he could have gone with two members of the company who went to Sonora, from which he could have reached the Pacific.

Certainly he could not have connected with such an expedition till he was ready, but it is a settled fact that he had many opportunities of reaching the Pacific long before he did. He left Missouri in the beginning of April, 1838; this is true—but he remained six weeks in camp among the Delaware Indians.

According to his own letter from Honolulu he arrived in Astoria and not at Fort Vancouver, as the petition states.

He had here learned everything beforehand, but when he was twice at Santa Fe, half-way to the Pacific, he was not able to find out that there were no mountains nor snow in the way, but they informed him of the beautiful valleys of California. In his first letter he states that he had to remain at Astoria until New Year's day, 1839, and that it was very seldom that a vessel touched there.

passage in her, hoping to find a conveyance to California from those isles.

" On reaching the Islands he found no prospect of a conveyance; and after having remained five months, as the only means of accomplishing his purpose, he shipped as supercargo, without pay, on an English vessel, chartered by some American citizens of those isles bound for Sitka.

" From this place under the authority of the charters of said vessel, the cargo, having been disposed of to their full satisfaction, petitioner sailed down the Pacific coast encountering heavy gales. He was driven into the Bay of San Francisco in distress, and on the 2d day of July, 1839, anchored opposite Yerba Buena, now San Francisco.

He was glad to find a place where, free from the cares and anxieties of life, and secure from the dangers of the ocean, he might recruit himself.

But he does not inform us how long was his voyage to Honolulu. If he made a quick trip, and considering navigation at that time, and the very heavy gales he experienced, I can safely assume three months. As for the "only means of accomplishing his purpose," he had none to accomplish, and this is only another small stretch of his imagination. "Without pay;" you already know how he paid himself. Here he remained five months, perhaps a year or more, but I grant the former until I can prove the latter. He was sent to Sitka by the firm of French & Co., of Honolulu.

I wish he had been more explicit in regard to the quality of his cargo to and from Sitka, but this silence suited him well at that time. According to his own statement he remained three months in Sitka attending parties and balls given by the Governor and his lady, both particular friends of Mr. Sutter.

Down the coast he encountered heavy gales again. Now, if we consider heavy gales and distress, and entirely losing his course, which was Honolulu, I can safely put his voyage down as five months. Now let us see how this corresponds with his arrival on July 2d, 1839, from the time he left Astoria. He left Astoria on New Year's day 1839;

From there to Honolulu.........	3	months
Stayed in Honolulu	5	"
From Honolulu to Sitka..........	4	"
Stayed in Sitka	3	"
Sitka to San Francisco..........	5	"
Total.....	20	months

According to this calculation he landed in San Francisco about the 1st of September, 1840.

Now, if we consider the heavy gales which he encountered in his first voyage from Astoria to Honolulu, which was in the Winter of 1838 and 1839, is it not reasonable to suppose that the second from Honolulu to Sitka must have been in the Winter of 1839 and 1840, and the third from Sitka to San Francisco, where he arrived in distress in the Winter of 1840 and 1841. It is well known, that in the Summer season, storms in the Pacific are very rare. It will be very plain before I conclude, that he arrived on the 2d of July, 1841, instead of 1839. Remember now, that his five months stay in Honolulu is his own statement, but he never intimated in his letter that he intended leaving there.

"Petitioner succeeded in obtaining permission to remain 48 hours to get supplies. He arrived at Monterey, waited upon Governor Alvarado and communicated to him his desire to settle in Upper California on the Sacramento river, when the Governor expressed himself much gratified at the petitioner's desire, particularly when he understood his wish to settle on the Sacramento, saying the Indians in that quarter were very hostile, and would not permit any Whites to settle on it.

He remained ten days in San Francisco. The voyage to Monterey, backward and forward, took at least two months, but considering the many audiences he had with the Governor, besides balls and parties, we should make a fair allowance.

"He readily gave petitioner a passport, with power to settle territory he should think suitable for his colony, and request-

I suppose this passport was burned with the grant documents. Where this colony was to come from, was a mystery to me, for I am aware that nobody would follow ed him to return in one year, when he should have his citizenship acknowledged and receive a grant for the land he might solicit.

"Petitioner returned to Yerba Buena and chartered a schooner, with some small boats, and started on an exploring expedition on the Sacramento river.

"Upon diligent inquiry he could not find any one at that place who had ever seen that river, or could describe to him where he could find its mouth.

"Petitioner was eight days engaged before he found the mouth of said river!

"After ascending it, to a point about ten miles below the site of the present Sacramento city, he encountered the first large party of Indians, etc.

him from Missouri, where he was so well acquainted, although he afterwards promised them wages and held out many inducements to them.

I must now draw your attention to the Governor's request, which required Sutter to go to Monterey the next year, which was 1840.

With regard to his chartering a schooner and small boats, it is evident he did not, because he still owned the schooner in which he was driven in distress into the Bay of San Francisco. Mr. Sutter left Westport, Missouri, without any means; he received no pay as Supercargo. Now, the question arises, where did he get the means to fit out an exploring expedition, unless it was for the cargo?

I find all these statements to be most contradictory. If he could find none who had ever seen that place, how could Governor Alvarado inform him of the hostility of the Indians, unless he had reliable information from there?

Does not history speak of the "Russian Embarcadero," on the Sacramento? And how did the Russians arrive there, unless they had explored its mouth? Who gave the Sacramento its name? It cannot be Mr. Sutter, because it was so named before he ever saw it.

I wonder how he really knew it was the mouth of the Sacramento. To a man totally ignorant of its location, the San Joaquin might well have been taken instead of it. He was lucky to find it out in eight days; but I suppose it was owing to his skill in navigation.

I presume this was the point of the Russian Embarcadero.

"He showed them his agricultural implements and other commodities.

I wonder whence came these implements and commodities. There were none in California in 1839. The country was wild and unexplored; no known mouth to the Sacramento—no San Francisco—no vessels landing more than once in two years—how, I ask, could there have been any farming implements, unless he brought them from Sitka?

"On his descent, he entered the mouth of the American river, and on the 15th day of August, 1839, landed at the point of the south bank thereof, where he afterwards established his tannery in the present bounds of Sacramento city.

He landed in San Francisco on the 2d of July, went to Monterey and returned, then fitted his exploring expedition, and afterward went in search of the mouth of the Sacramento, which he found in eight days, after which he sailed up the river, making frequent delays by Indian visits, besides having to contend with snags, sand bars, etc. We must also consider the low stage of the water, and the absence of strong breezes by which to move along. It must have taken time also to examine and define the boundaries of the Alvarado grant. Considering all these things, it is reasonable to suppose that it took him at least three months. "He established a tannery." This is the first instance I have ever heard of a settler first establishing a tannery; but what was the object of this when he had nothing to tan? I presume the Russians had tanned and carried on the business before his arrival.

"Three of the whites determined to leave, and he put them in possession of the schooner to be returned to the party of whom he chartered her, and they left on that day, and after three weeks petitioner removed to the spot upon which he afterwards erected Fort Sutter!

After three left, I wish he had informed us how many remained to make such a bold start with. He remained at the tannery three weeks, and then went to the spot where he built his fort. This spot was certainly the adobe house which stood on the middle of M street, near the present Fort. This was undoubtedly the branch trading post of Fort Ross; but he mentions nothing of tents or shelter for his implements, provisions, etc. There is every reason to believe that he used this adobe house as a storage and dwelling house, and the probabilities are that the weather made him seek shelter there.

"He encountered so many troubles with the Indians, and had to fight them with dogs and cannon, etc.

The question arises, where did he get the cannon and dogs? The former must have come from the schooner or Fort Ross, the latter he found here at the branch Fort.

Sea voyages and stay in Honolulu	20 months.
Stay in San Francisco	2 days,
Monterey and back	2 months.
Organization of exploring expedition	1 month.
Voyage up and down Feather river	3 months.
Stay at the tannery	21 days.
Total, over	2 years.

As I have already stated, he says he left Astoria on New Year's day, 1839, and consequently could not have arrived here at Sacramento before January 1st, 1841. But my calculations may be too short; but I have evidently shown that his voyaging took him over two years. Furthermore, I challenge any person to prove that he arrived here in 1839. Is it not ridiculous to see in the official maps of Sacramento city, the Sutter Ditch of 1839! In order to make this ditch, he must have had a shovel which reached from Honolulu to Sacramento, otherwise he built it by magic.

"In the Fall of the year 1839, petitioner purchased of Senor Martinez, who resided below, 300 head of cattle, 30 horses and 30 mares.

Before he arrived here, he purchased stock by the hundred; but it is a strange fact that he never mentioned how he accumulated money for such speculations, nor does he state what became of the schooner and cargo. But we can guess this from the fact of his having paid over $19,000 in 1849. How energetic his action. He did not do so well in the Santa Fe en-

During that Fall, eight more white men joined his colony, and in August, 1840, he was joined by the five men who crossed the Rocky Mountains with him.

"He sent to the mountains for some lumber, which he floated down the American fork, and was compelled to send to Bodega, on the sea coast, for others.

"During the Fall of this year, the Mokelumne Indians, with other tribes, became troublesome by stealing petitioner's horse, cattle and stock.

"Shortly after, petitioner purchased a thousand more head of cattle, and seventy-five horses and mares.

"In June, 1841, he revisited Monterey, the Capitol, where he was declared a Mexican citizen, and then received from Governor Alvarado a grant for

terprise, when he was only a youth of thirty-five years.

As regards so many persons joining his colony, I do not believe it, unless they were some of the American Fur Company. He should mention the names in order to make good his statements.

That in 1840 he floated lumber down the American fork, I do not believe, for all his help had left him, and his imaginary fort had to be garrisoned "by strict vigilance, with the instinct of valuable dogs directed by an overruling Providence and three pieces of cannon. We defeated all their (the Indians') machinations." To attend to three cannon alone required twenty-one men. I admit he sent to Bodega for lumber, because there he could find anything suitable to his purpose. At present, lumber is nearer home.

As to fighting the Indians, his exploits sound well on paper; but I never knew that he professed any fighting propensities.

Holding grants must have been a profitable business at that time, when a person commencing without means is so soon able to buy stock by the thousands; but I presume there was still a balance from the schooner and cargo, or still more likely he transported it from his main establishment, Fort Ross. You must remember that he has done all these things *without being in the country*.

He tells us that in July, 1839, Governor Alvarado requested him to return the next year (1840), in order to receive his citizenship and deed; and here he informs us that he revisited Monterey in June, his land, by the name of New Helvetia.

1841, and received the above documents. He does not tell why he did not visit Monterey in 1840. It is absurd to suppose that any person would have settled here for two years, built forts, dug ditches, established a tan yard, purchased stock by the thousand, fought Indians and risked so many dangers, without having first secured his title to the land. This was purchased from the Russians, and therefore about the grant on Feather river he was in no hurry. But the real truth is that he was not yet in the country, and consequently could not have called at the specified time. The opinion among his acquaintances at St. Louis at that time was that he had bought Fort Ross from the Russians, and after he had received the second grant, he named it New Helvetia.

"Shortly after his return to his settlement, he was visited by Captain Ringgold of the United States Exploring Expedition under Commodore Wilkes, with officers and men; and about the same time by Alexander Ratcheff, Governor of the Russian Possessions, 'Ross and Bodega,' who, during his stay, offered to sell petitioner the possessions of the Russian Government, settlements and ranches of Ross and Bodega. The terms were such as induced petitioner to start with Ratcheff for those possessions and examine the same; after which he made the purchase of the land possessions at a sum of $30,000, the personal prop-

We read of no visits until 1841, because one must be present in order to receive company; and it is manifest that Mr. S. was not here before the above time. The visit of the Russian Governor corresponds exactly with his coming into the country; and the offer he made in selling Ross and Bodega is also correct. Mr. Sutter, as I have proved, had just arrived here—had a good opportunity to trade his schooner and cargo in part payment for these possessions, and the balance was promised in a certain amount of grain. He certainly went from San Francisco to examine these places, and I suppose this place too, and purchased the whole possessions for $30,000 and some odd. It was fortunate that he then made this purchase—he had sufficient means—for if he had waited two years longer he could not have bought it. I would feel erty at a few thousand dollars more.

"The live stock there consisted of over 2000 head of cattle, over 1000 head of horses, 50 or more mules, and over 2000 head of sheep, the greater part of which were driven to New Helvetia.

"In the year 1844, he petitioned Governor Manuel Michaeltorena for the grant of purchase of the Sobrente or surplus over the first 11 leagues of the land within the bound of the survey accompanying the Alvarado grant, which the Governor agreed to let petitioner have; but for causes growing out of political truths then disturbing the public repose, was not finally executed till the 5th day of February, 1845, during which time petitioner had rendered valuable military services and advanced to the Government large amounts of property on outlays, exceeding in value the sum of $8000, to enable it to suppress the Castro rebellion, in consideration of all which he acquired by purchase and personal services, the said lands called the Sobrante or Surplus.

"At that time your petitioner also received from the last named Governor the commission of 'Com-

thankful to any one who would inform me where he got all this money. Perhaps it lay concealed in those logs he floated down the American river.

It was understood from his first letter to St. Louis, that he had bought these Russian possessions and had transported large quantities of stock to the American river. The rapidity with which his stock increased, and the immense purchases he made, are truly remarkable.

In his letter to St. Louis in 1845, in which he advertises for more hands, he calls it a separate grant from Michaeltorena, and so were his statements here in 1849. It is plain enough that he expected to get a better title by this grant than he had by the Russian Grant, and confident that one or the other would remain safe, he immediately called his whole possession the New Helvetia, sent for good mechanics, made ditches and built a fort. Just then he commenced enlarging his establishment. The political disturbance, the increase of his resources, purchases, property and outlays, and his valuable military services in suppressing the Castro Rebellion, or the battle of Cuhuenga (which I have already described), are the stated conditions whereby he received this Sobrante Grant. I will leave this to the Courts who can squeeze truth out of it, if there be any in it.

This title is certainly high sounding; but if we consider the time the title was confirmed, and the Government which granted it, we mandante Militaire de las fronteras de Norte, y encargado de la Justicia.'

"And when the country surrendered to American forces, your petitioner, who had for some time been convinced of the instability of the Mexican Government,upon request on the 11th day of July, 1846, hoisted the American flag with good heart, accompanied by a salute of artillery from the guns of the Fort.

"These matters are merely referred to for the purpose of showing the position he occupied by those having at that time charge of the American interest, etc.

"Lawyers were found

will find it was no more than an empty bauble. Of course, in a petition of this kind, such honorable titles will have a good effect on our present population, who know so little about the matter, that it interests them as much as a fiction of the Middle Ages when military glory was at its hight.

He did hoist the American flag by request, and with a good heart. It was also with a good heart he petitioned for the land on Feather river. It is reaasonable to suppose that he raised the flag in 1846, for then he had all the necessaries for so doing. Early pioneers consider this an insignificant act. I took three flags along in 1837, planted one on the summit of the Sierra Blanco, in presence of the Chief of the Apaches, "Muscaleras Jose Maria;" another on the river Gila in presence of the Apaches, Galanios, Pisago Cabezada, and the third on Christmas, 1838, not far from the mouth of the Rio Colorado, near the Gulf of California, in presence of the Chief of the Papajos, the most warlike and extraordinary man I have ever seen. His hair was 13 feet 6 inches long, and he had a defiant aspect. Is it not remarkable that all the places whereon I planted American flags now belong to the United States?

I am aware these matters are only referred to, to give this bold enterprise a truthful appearance and a sure success.

Here comes the summing up of his innumerable stock improvements and gold discovery, which I will pass over in silence.

He has reference to the settlers,

who sustained them in their trespass, and advocated their rights, etc.

"When Don Andreas Castillero, a Senator from Mexico, visited petitioner in company with the California authorities, they offered him by authority, and in the name of the Mexican Government, either the sum of $100,000, or the property of the mission of San Jose, etc.

"Another class of men without any pretext but that of power and address, commenced stealing his horses, and butchering his cattle, hogs, etc.

"Up to the 1st day of January, 1852, the so-called settler's, under the pretence of preemption claims had occupied all his lands capable of settlement or appropriation, etc.

and I ardently wish he were right in regard to the lawyers, who betrayed these settlers to the opposite party, and who never were their true defenders. They were always afraid the matter would be decided too hastily, and the more litigation the more money for them. To these lawyers there may be one exception.

Hereby they try to prove a part of grant. If he had not covered his purchase from the Russians with the Sobrante Gtant, and this latter had not been rejected, the purchase of this Russian Grant was just as good as if it had been granted to him, and they certainly had to pay him for it. When we consider all these bargains, offers, purchases, this accumulation of wealth in such a short time, we must come to the conclusion that times in California were far better before than after the discovery of gold; but when he tells us that he would have given this whole swamp where Sacramento stands for a barrel of whisky, we are led to believe otherwise.

Stealing was very common in '49, but the robbers made no exceptions, they stole cattle from me and every other man who had them. For my part, I could see no stock belonging to Mr. Sutter here, except 300 sheep which his Superintendent had received in payment for services, and which were driven from Hock Farm

The settlers took possession of the land as United States land, which it still is, notwithstanding the decisions of the Courts; but they must yield to power and see themselves wickedly wronged. The settlers did not occupy all his lands; they were already occupied by speculators, from whom Mr. Sutter received the stipulated price, or else had been swindled by them. Some of the land was in fact sold three times, else where did those buckets of gold come from which were kept in his agent's office?

> "He sent for his wife and children in Switzerland, and at a heavy expense succeeded in getting them to California in the year 1850," etc.

The expenses of getting his family out here cost him only $14,000. Other respectable families came out here for a much less amount; but when we consider his immense wealth and the gold discovery, the above is an insignificant item.

The lamentations which now follow are certainly below the dignity of a hero and General of a man who psssessed such immense wealth, and who knows by what means he was reduced to poverty.

In view of all these false statements I earnestly commend him and his claim to the favorable consideration of Congress, because the last session of the Legislature swindled this State out of $15,000, therefore we pray your most honorable body "to go it on a bigger scale," and give us all a chance to realize our benevolent intentions!

Very respectfully, your ob't serv't,

F. F. NIEDRIG,
Governor of California.

In the Sacramento *Union* of May 10, 1866, there is a lecture delivered by General *Dumb*, or Dunbar, in New York. His subject was on the career of General Sutter. Mr. Dunbar may be a hero and a patriot, even superior to Washington; he may have been held in high esteem for his martial deeds; he may have led armies to victories; but when he assumes to be an orator, the panegyrist of General Sutter, he certainly falls into many errors. Perhaps he may have been a stockholder in this half million petition, and consequently wishes to add to the many crowns of glory already won by Mr. Sutter. Whatever may have been his object, he went off the path of reality as may be seen by the following:

> "Sutter was born of Swiss parents in the Grand Duchy of Baden.

He is the first that ever found out that Mr. S. was born in the Grand Duchy of Baden; it is merely a stretch of his imagination!

“He served in France as captain under Charles the Xth.	This is all false; he served no more than the “man in the moon!”
“At this period, yielding to his pioneer impulses, etc.	Pioneer impulses at the age of 35 sound ridiculous. If they were dormant until then, I would say he never had any.
“His object in coming to the new World was to select a place and prepare the way for a colony of his countrymen in the West, etc.	I have already related the object of his coming here, but to select a place and prepare for a “colony,” is a very plausible story to tell thirty years afterwards, when no person living thirty years ago neither heard nor saw anything of a colony. Mr. Sutter can tell us who brought a colony, and all the necessary agricultural implements along for a settlement, but his practice is to own what he has seen of other persons.
“But this scheme was ultimately abandoned, because the vessel containing the effects, which he relied upon to accomplish his purpose, was sunk in the Mississippi just below St. Louis. He lost everything.	The scheme of colonizing had to be abandoned, “because the vessel containing the implements was sunk.” This is one of the most barefaced lies I ever heard; I presume Mr. Dunbar has reference to the effects Mr. Sutter had to leave at Havre de Grace on account of his great hurry to get away from terra firma, a fact which in 1853 a gentleman who crossed in the same vessel with Mr. S. told me. He possessed only one trunk which contained his clothing.

In Frank Leslie's Illustrated of New York of January 27, 1866, we find the discovery of gold mixed up with Mr. Sutter's military career and movements.

“When the Swiss Guard, upon which Charles X. had relied so unwisely for the maintenance of his arbitrary Government, were dispersed by the revolution of 1830, a certain Captain Sutter, who had served in that body, determined to quit the country in which he and his comrades were so unpop-	If Charles X. had relied for the maintenance of his Government on the revolution of 1830, it is no wonder that Mr. Sutter, who was neither a captain nor high private, had to leave and seek his fortune in a new capacity. If any man proves to me that Mr. Sutter was captain then, I will prove to him that I was general in the Prussian army at the same time. This seeking of fortune in the far wilds of

ular and to seek his fortune in a new capacity in the far wilds of North America. A Swiss by birth, Sutter possessed all the industry and persevering energy peculiar to his countrymen.	America is nothing but the effect of Frank Leslie's imagination. He is certainly a Swiss, but about his perseverance and industry I can only say that necessity caused him accidental luck.
"Ready to serve as a soldier where moderately good pay and a commission were offered to him; he was equally ready to clear a space in the primival forest or to build himself a home in the prairie.	It seems he served as a general before he served as a soldier; but as to building in the forest or prairie, he has never done any.
"Accordingly, in 1830, he set sail from Havre for New York, whence in a short time he proceeded to the far Western State of Missouri.	If he set sail from Havre in 1830, he must have been drifting about the Atlantic for four years. It is a wonder he did not discover some unknown island and take possession of it in the Spanish name as did Columbus of old.
"Here, having acquired a little money by agriculture, he removed at the end of six years to the still more remote territory of Oregon, and finally, in 1839, he settled in California.	He had some money made by the sale of seven mules he brought from Santa Fe, and not, as Mr. Leslie states, made by farming. At the end of six years he moved to Oregon. This must have been in 1836, and finally he settled in California in 1839. Consequently it took him three years to come from Oregon to California — but if we take the time he left Missouri, he must have arrived in 1841, which I will yet prove.
"The only way of reaching the Pacific coast at that time, 1836, was to accompany English and American Fur Companies.	In 1836 we reached only halfway to the Pacific, that is to Santa Fe. Two of our company went to Sonora, which was a good "way" of reaching the "Pacific," or if he had stayed in Santa Fe, as I did, he could have reached the Pacific in 1837; or after my first return when I remained with him three weeks at Westport, after which, in company with thirty-two Indians, his particular friends, I again start-

"And on the 1st of April of that year, 1836, Sutter joined Capt. Tripp, of the American Fur Company, and traveled with his party to their rendezvous in the Rocky Mountain region, etc.

"We find him located at last in the region of country for which the aspirations of years of youth and manhood had caused him to search, etc.

"Accordingly he built with the aid of his men a fort on the river Sacramento. This fort he named after his native country, New Helvetia.

"He also became the owner of a vast acreage of land under grain crops, and of two trading vessels on the river, etc.

"In the Sacramento *Bee* of July 10, 1866, we

ed for the Pacific; he could have easily accompanied me, but his "pioneer impulses" were not still developed, and he preferred to follow the inclinations of free love and whisky.

I merely call your attention to the statement of this Genergl Dunbar who asserts that Mr. Sutter arrived at the Pacific two years ahead of time. How could Mr. Sutter have been here and at Santa Fe in 1836? he certainly cannot be ubiquitous—but I presume he prefers the latter date, in order to pass over the enterprise to Santa Fe and his operations at Westport!

What a pity his youthful aspirations were not sooner realized! I have already shown the many opportunities that were presented to him for arriving here, and if his youthful impulses had been stronger he could have realized them before the age of thirty-five; but the fact is that necessity compelled and left him no other alternative than to plod his unforseen way to the far Pacific.

This is correct, and so it was understood at that time in St. Louis, and after it was covered by the Michaeltorena Grant the whole country was called New Helvetia.

This proves as clearly as possible that this land had been cultivated before Sutter came here. We cannot suppose that this vast acreage of land under grain crops was the spontaneous work of nature. No! it was done by older pioneers than Sutter. The two trading vessels came from the main establishment, Fort Ross, and there is no doubt but he was well provided with them.

If these gentlemen formed their friendship on the Pacific coast in find a correspondence from the National Capital in reference to the unusual large representation of Californians and other residents of the Pacific slope at present at Washington, among them General Sutter, who met a few weeks since one of his old and early friends, Commodore Richard Meade, a visitor to the Pacific coast as early as 1836.”

1836, I am in doubt whether it was I crossed the plains with Mr. Sutter in 1836, or if he is the same Sutter who is now a California major general; perhaps he is capable of being at two places at the same time.

The following extracts are taken from the *Monitor* of San Francisco, from the report of a Captain Galovin, a Russian Government agent, sent in the year 1861 for the purpose of compiling a history of the Russian colonies in North America:

“With the declaration of Mexican Independence the new Government presented its claims upon that settlement, in consequence of which the company, in 1835, transferred it to a Mexican citizen, Sutter, for the sum of 42,857 roubles.”

If the rest of this Russian history is not more correct than what I have here quoted, there is certainly very little truth in it, because in 1835 I and Mr. Sutter met every day in St. Charles (Mo.), except during six months absence at Santa Fe. That this purchase, including Sacramento and vicinity, was made in 1841, and not in 1835, is as true as two and two make four.

In the *Daily Bee* of May 6, 1867, is the following item:

“Emile V. Sutter, son of John A. Sutter, has sued the City of San Francisco for a one hundred vara lot of land, which he proposes to locate between Folsom, Sixth and Harrison streets. Sutter claims to deraign from his father, who had a grant of that much made to him by the Alcalde of Yerba Buena.

This claiming and accumulating of wealth seems to be hereditary. John A. Sutter, in all his conversations from 1849 till the present day, has stated that he owned one lot in San Francisco, which he sold in 1849 for $15,000, and that after this he owned no more, a fact which he often since regretted; but if young Sutter has many lots to donate to lawyers, he will certainly do so to gain this one, and doubtless he will succeed.

If we take all these contradictions in regard to time and events into consideration, we must come to the conclusion that this whole transaction, from beginning to end, was only a judicial performance. The Courts, in their decisions, parade the services and heroic deeds of the plaintiff; they applaud him for services he never performed, and they hesitate not to do anything that would cover the mantle of justice which has been polluted by corruption and bribery. But the fault is not alone with the Courts; every branch of the Government is also to blame. The Legislature comes in for its own share. If bills are to be passed, it requires more than *justice* to put them through, and no matter how unjust the bill may be, no matter how detrimental to the community, if some *exterior influence* comes in, then I pity justice. It is this that causes many hundreds to lose their well-earned homesteads for life; it is this that drives many penniless upon the world and left to trip the uncertain path of fortune once again. Now-a-days the official dignity rests on the fortune that can be made, not on the honor which is attained, which was sufficient compensation for the framers of the Constitution. Their efforts are not for the good of the people, but for the good of their pockets. Their time, for which the people have to pay, is agreeably spent at parties, in railroad projects, or perhaps in reckoning the number of enlightened negro voters they may soon have; probably, too, Jeff. Davis troubles them, and the impeachment of Johnson may also agitate them. The people have to suffer for all these speculations; and as long as we pay such enormous taxes, why our sober Senators "can revel in inexhaustible delight" at Washington; I presume they think we are very good-natured; they may laugh at us, but they are not to blame; if they rob us to-day, we will vote for them to-morrow. They have such strong persuasive powers that they will prove to you that black is white and right is wrong. In Europe, it is no wonder to find that the officials openly rule over the people; but here in this free and enlightened Republic it is truly degrading to see the people made the footstools of official aspirants; here, where we have the power, the laws of God and nature on our side—I again repeat, it is a scandal. How could this multitude of lawyers live if they had not the law-making in their own hands, changing them according to the caprices of fortune to suit their own interests. How terrified they become if the people take the law in their hands; then the lawyers say, for mercy sake do not be your own Judges, and, no matter what we say or do, they will have the best of us, and we might as well "go to law with the devil and hold Court in hell."

One of the modern virtues by which to blind the people is a profession of loyalty, which, no matter how tricky one may be, keeps away every stain of dishonesty; and any one who dares to gainsay this loyalty is branded as a traitor. If we consider that the people have to contend against newspapers, wandering politicians and legislative bodies, it is no wonder they have to succumb; and so it will be with this anti-coolie movement, unless they have the power to elect their servants and dictate to them; but while lawyers and doctors and politicians are offering their oratorical services, no good will result. The point in question here conclusively proves that a certain United States Senator, who seems to be deprived of honor and feeling toward his fellow man, and whose heart is fast bound by the demon of money, has it in his power to make a law whereby thousands of good citizens and hundreds who have not yet imagined it are made homeless. The documents in proof of the case were clear enough, and after these citizens, having spent thousands of dollars to guard against corruption, bribery and perjury, would have succeeded had it not been for this selfish Senator who covers all this species of crime with a law which assumes the garb of justice—a matter at which the most tyrannical Government would not have connived. At one time the settlers tried to run this man for Governor, but now there is a grant-holder nominated, and perhaps he will do better. He will certainly settle this land question in California surer and quicker than any other! I often read about settler meetings, and feel sorry for those men who place such implicit faith in the Government and are so confident of success over some public land robber, who laughs at their simplicity, knowing that money, if not law, is on his side. Have these men never considered that a Government consists of a few individuals who are as liable to err and have the same inclinations for money making as all ambitious men have?

The only scheme we can uproot is this immigration movement, which originated in the brain of the land robbers. Their object is to sell all this land to poor immigrants from six to seventy-five dollars per acre. They say there are millions of acres of land here and no laborers, and are so philanthropic as to open their charity bags and invite Europeans and citizens of the United States to come and partake of their great bounty; but, like the "spider and the fly," I think they will not accomplish their object. They say there are not laborers enough, but facts prove the contrary; they want men who can buy their lands, not men who can work them. American citizens going Eastward can give a fair account of matters, and their information can be relied upon better than on foreign agents who are scattered over Europe. The fact is, these land-holders must pay taxes on their thousands of acres till the day of judgment.

There is undeniable proof which, if it could be secured, would bring these perjurers before the bar cf justice!

ERRATA.

Page 31 ought to read 1849 instead of 1839.

Page 41 ought to read Frank Leslie's instead of General Dunbar.

25,098

Translation of Grant.

Manuel Micheltorena, Brigadier General of the Mexican Army, Adjutant and Commandant, and Inspector of the Department of Californias:

Whereas, the citizen, Fernando Marchina, having rendered particular services to the military body under my command, and as he is desirous of establishing himself in the neighborhood (vacant lands) of the port of San Francisco, and I, using the faculties conferred on me in the name of the Mexican nation, hereby grant to him, in compensation of said meritorious services, one league of land, with the privilege of choosing as may best suit him, in the neighborhood of the port of San Francisco, in the vacant land, and without molestation to the occupants of lands already granted in the town of

Yerba Buena, promising it from the moment that he may occupy it as his legitimate property.

Let these presents be his compensatory title, and be it firm and of value, and for his safeguard and other ends.

Given at Monterey, August 14th, 1844.

MANUEL MICHELTORENA.

To all parties interested in said league, or any part thereof, known as the "Moore Claim," or otherwise.

The seal and signature to said original grant have been thoroughly compared with many others at the U. S. Land Office of this State, and pronounced genuine by experts.

The writer knows it to be genuine, otherwise, from undoubted authority ; and said Marchina is here to prove said grant, and many others of high standing in this State and in Mexico.

There are also letters from said Micheltorena, as to said grant, previous to his signing the same for the Mexican Nation, all proving the validity of said grant.

Said Marchina, after he received this grant, in 1844, immediately made his choice of the land under said grant in the neighborhood of the port of San Francisco, and occupied the same to make it his legitimate property, as stated in said grant, viz :—by erecting houses, and herding cattle and horses theron, and cutting firewood therefrom, up to 1850, (which occupancy was then the usual custom in California, to occupy land under similar grants). Marchina then, in 1850, sold by deed a portion of the same, viz—one square mile to John K. Moore, and placed said Moore in possession thereof. Said

Marchina then left this State or Territory for Mexico, where he remained ever since, till recently.

Marchina is ignorant of the English language, and knew nothing of the Board of Land Commissioners—consequently this claim never was presented to said Board.

Said Moore, after he received such possession from Marchina under said purchase, immediately leased the same to different parties by written lease, and then left here for the Eastern States, and did not return for a considerable time afterwards. During his absence said tenants set up title in themselves, and sold said square mile, or greater part of it, to the present occupants, without any authority from Moore, who and his grantees have now instituted suits for possession thereof. The league of land so chosen and occupied by Marchina, embraces all the city of San Francisco (including the Mission Dolores), except the land granted previous to this grant.

Said previous grants are to be seen in Richardson's map, in the said U. S. Surveyor's Land Office.

The owners of said league, especially of said square mile, are hereby reminded that it may be necessary, in order to avoid local prejudice, to review these cases in the U. S. Supreme Court, by virtue of the Act of Congress, U. S., passed 24th September, 1789, or see Statute of this State, Wood's Digest, page 250, article 1379, and to have them so reviewed under and by virtue of the treaty of Guadalupe Hidalgo, being a foreign treaty ; and for that purpose the writer proposes that all parties interested in said grant should meet on proper notice and make arrangements to employ the best of counsel to carry out the aforesaid purpose, each party paying in proportion to his claim, or meet to arrange so as to form a separate company from the parties now interested, by giving said separate company a part of the land under said grant, to prosecute said suit or suits now pending, or otherwise, and defend suits brought by adverse claimants to said grant, to quiet title thereto against parties claiming under this grant.

LEAGUE.

25.082

TESTIMONY

SHOWING

THE TIME OF POSSESSION, ETC.

OF THE

BEIDEMAN TRACT,

AND THE

Decision of the Supreme Court,

OF CALIFORNIA, THEREON.

SAN FRANCISCO:
TOWNE & BACON, BOOK, CARD AND FANCY JOB PRINTERS,
SOUTH-WEST CORNER CLAY AND SANSOME STREETS.
1861.

EXPLANATORY.

The following Affidavits were taken in the case of the City of San Francisco *vs.* J. C. Beideman, instituted by the City in the Twelfth District Court of the Twelfth Judicial District, October 5th, 1860; determined by the Supreme Court January Term, 1860, and finally dismissed by the City, March 22d, 1861.

The original affidavits may be examined in the Clerk's office of the Twelfth District Court, and copies thereof in the Clerk's office of the Supreme Court.

The accompanying Map is a copy of Exhibit B, mentioned in the Affidavits—with the lines of the enclosure of Davis Hollow traced thereon. Exhibit C, mentioned in the affidavits, is a map of said Davis Hollow.

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District Court of the Twelfth Judicial District.

THE CITY AND COUNTY OF SAN
FRANCISCO,
PLAINTIFF,

VS.

J. C. BEIDEMAN,
DEFENDANT.

TESTIMONY OF GEORGE C. POTTER.

City and County of San Francisco, ss.

George C. Potter, being duly sworn, doth depose and say, that he has resided in the city of San Francisco for the past eleven years.

Deponent further saith, that in the month of May, 1850, Deponent, in conjunction with Mr. D. S. Roberts, laid out and surveyed, and had recorded in the County Recorder's office and the County Surveyor's office, the tract of land described in the complaint, and as laid out on exhibit B, attached thereto, lying south of Sutter street—that from the corner of Sutter and Larkin streets, as in said exhibit shown, deponent had constructed, at said date, a good brush fence, running from said corner along the line of said Larkin street, as shown on said exhibit, to a point about two hundred feet distant from the corner of McAllister and Larkin streets, and from that point, a board fence, to said corner; from thence along the line of McAllister street, for a distance of about two hundred or three hundred feet, a board fence—from the end of said board fence, another strong brush inclosure, running along said line of McAllister street, and taking in a small portion of the Hayes tract, as shown by the line on said exhibit, to a point where the westerly line of said Beideman tract, as shown on said exhibit B, if extended in a southerly direction, would strike the same; from thence a strong brush fence, running in a northerly direction, and parallel with Larkin street, on the line of the Beideman tract, as shown on said exhibit B, to the line of Sutter street; thence with a strong brush fence, in an easterly direction, on the line of Sutter street, as shown in said exhibit, to the place of beginning. Deponent further saith, at said time, in May, 1850, deponent had erected a house on said tract, near the corner of McAllister and Larkin streets, as shown on said exhibit B, which house deponent kept as a home, until he put a tenant in and leased the said tract. That subsequently, deponent leased the said tract from time to time, and in the month of July, 1853, was in possession of the whole of said tract, at which time deponent and Roberts sold the said tract of land to the defendant, Beideman, for the sum of twenty-five hundred dollars, which sum was paid in cash to deponent by said defendant, Beideman. That at the time of said sale of the said tract to said Beideman, deponent went with said Beideman, on said tract, and informed the tenants on said tract of said sale, and to pay the rent to said Beideman, which was agreed to, and said Beideman was put in complete possession of said tract of land, and every part thereof, except a small lot of about fifty varas, on which one Richard Anson had built a house, which lot was afterwards sold by said Beideman to said Anson; and excepting, also, the small corner of said Hayes tract, lying to the south-west and outside of said Beideman tract, as shown on said exhibit B, which corner the deponent and said Roberts had ceded to said Hayes.

Deponent recollects the small place called "Davis' Hollow," in said tract, which was in possession of deponent before said sale to Beideman, by a tenant who occupied said "Davis' Hollow." That deponent went with said Beideman to said tenant, and informed said tenant that he, deponent, had sold said tract to said Beideman, and if he, said tenant, wished to reside there, he must take a lease from said Beideman; that said tenant acknowledged said Beideman as the owner of said tract, and agreed to take a lease from said Beideman; that said "Davis' Hollow" had then around it, and was inclosed separately, with a good brush fence, which connected on the east side of said tract, at either side of said "Hollow," with the brush fence on Larkin street, and there was on said "Davis' Hollow," a small house and some out-houses occupied by said tenant; that at said time, May, 1850, the proper and legal papers were duly executed and filed, according to the Act of the Legislature of California, prescribing the mode of maintaining and defending possessory actions for public lands in said State, passed April 20th, 1852; and deponent further saith, that he has no interest in this suit, or in any land in this city west of Larkin street.

GEO. C. POTTER.

Sworn to before me, this twentieth of October, 1860.

Robt. C. Page, Notary Public.

TESTIMONY OF J. H. HOADLEY.

Twelfth District Court,
City and County of San Francisco, ss.

James H. Hoadley, being duly sworn, doth depose, and say, that he has resided in San Francisco from March, 1853, mostly all the time up to the year 1856, and was engaged in the business of surveying during said time; that deponent knows, and is familiar with the tract of land in controversy and referred to in the exhibit B annexed to the complaint, and in the complaint, and said exhibit designated as the Beideman tract; that in the fall of the year 1854, the said Beideman tract, as shown in said exhibit B, was substantially inclosed on all sides with a board fence, excepting where, for a small distance, the Hayes tract joins the said Beideman tract, there was a substantial inclosure of fallen trees, boards and brush, and a small strip on Larkin street, in front of a small tract of five or six acres, known as "Davis' Hollow," which said "Davis' Hollow" was also inclosed; that in said fall of 1854, there was set out on different portions of said Beideman tract, several hundred cottonwood trees.

Deponent further saith, that on the twenty-second day of January, 1860, deponent, at the request of Mr. Beideman, defendant, made a survey of the lines of fences around said "Davis' Hollow"; that the deponent has carefully transferred on the exhibit C, hereto annexed, the lines of said survey so made by him in 1860.

J. H. HOADLEY.

Sworn to before me, this eleventh of October, 1860.

ROBT. C. PAGE, Notary Public.

TESTIMONY OF H. N. PETTIT.

TWELFTH DISTRICT COURT,
City and County of San Francisco, ss.

H. N. Pettit, being duly sworn, doth depose and say that he has resided in the city of San Francisco, for the past seven years; that during said period he has known and been familiar with the tract of land described in the complaint, and exhibit A and B attached thereto, and referred to as the Beideman tract, deponent having, with his family, resided thereon during the whole of said period, and since the month of August, 1853; that during all of said time he has known the said defendant, and the possession of said tract of land by the said defendant.

That the tract of land called the "Roberts and Potter" tract consisted of the land in said exhibit B lying south of Sutter street, and the Piper tract of the land in same exhibit B, lying north of Sutter street; and it was on the "Roberts and Potter" tract deponent went to reside; that the said defendant Beideman was in possession of the said "Roberts and Potter tract" in the month of July, 1853, and in said month deponent purchased a piece of said tract of said Beideman, and took possession of the same and erected a house thereon, which is the same house deponent now resides in; that at that time, viz: in July, 1853, the said tract of land was enclosed around with a fence, partly of brush and partly of boards; that one Merrit Welton was then on said tract of land as the agent of said defendant Beideman, superintending and having charge of the same; that said Welton proceeded to fence around said tract with a board fence, and also to build interior fences, of the same material; that to the best of deponent's knowledge, said fence enclosing said tract was completed within a short time after, except a piece adjoining the Hayes' tract, which was separated from the tract in controversy by a fence composed mostly of fallen trees; that after said Welton came on said land as such agent, from time to time during the years 1853 and 1854, he reconstructed and kept in repair, the said exterior fences around the whole tract described in said exhibit B, and also constructed a large number of substantial three-board fences around subdivisions of said tract, and erected a large number of farm gates for the convenience of persons living on said tract; the deponent assisted in making a three-board fence on all the sides of said tract, which was of a permanent and durable character, and also assisted in the making of a fence of similar character around "Davis' Hollow," and also assisted in the construction of some of the fences inclosing the said subdivisions of said tract. That in the month of October, 1854, the said exterior fence surrounding said tract, and so constructed, was a substantial three-board fence, strongly and permanently made, as was also the interior fences above referred to, and all of which to deponent's knowledge, remained in perfect repair from said time up to the fall of 1855, and the said exterior fences have always been kept in substantial and permanent repair. That the defendant Beideman made many and valuable improvements on said tract of land prior to the first of January, 1855, and the deponent, in addition to the construction of said fences, constructed for said defendant four of the houses situated on the said subdivisions, all of which was done under the direction of said Welton, agent of said Beideman. That during the years 1853 and 1854, deponent knows that the said defendant had hauled and used upon said tract of land as many as thirty or forty thousand feet of lumber, which was used in fencing and improving said tract of land. That said defendant had erected on said tract, several other houses and tenements on the subdivided portions thereof, before the first of January, 1855, which were remaining on the said tract during the year 1855, and then after that, in the spring of 1854, a portion of said tract was cultivated with turnips, and another portion was ploughed for the purpose of cultivation. That the said defendant had leased to a number of persons, different portions of said tract, which were used for milk ranches, hog ranches, stock raising, and pasturage, and other purposes, all of which occupations were pursued by said persons on said tract as aforesaid, through the years 1854 and 1855; that the said defendant in the year 1854, set out a large number of cottonwood trees on different portions of said tract, a portion of which were thriving and growing during the year 1855; that during all the time deponent has so resided on said tract of land, he has been well acquainted with the defendant and his agent, said Welton, and the other persons, tenants and occupants, and employés of said defendant, and has had full opportunity of knowing the possession of said Beideman during said time; that excepting the said "Davis' Hollow," so fenced around (being a tract of six or seven acres) and a few lots sold by him, the said defendant has been in the quiet, actual and peaceable possession of said tract of land by himself, his agent, and tenants and employés, during all of said time, and has always, from time to time, and particularly during the year 1854, made many and valuable improvements thereon, and the same has been continuously subjected to his control.

H. N. PETTIT.

Sworn to before me, this thirteenth of October, 1860.

W. L. Higgins, Notary Public.

TESTIMONY OF HENRY HALE.

Twelfth District Court,
City and County of San Francisco, ss.

Henry Hale being sworn, doth depose and say, that he has resided in San Francisco for about eleven years, and has conducted a mercantile business ever since that time.

Deponent sayeth, that he knows, and is familiar with the tract of land in controversy and described in the compiain and exhibits thereto and therein designated as the Beideman tract, and has known the same since the year A. D. 1853. Deponent further sayeth, that in the month of August in the year 1853, deponent saw the defendant reconstructing and building the fence which bounded said tract on the north, on the line of Sutter street, as shown by said exhibit B; also, on the line of Larkin street; also, on the western boundary thereof to its intersection with the line of Hayes' rancho, and also the southern line of said tract to its intersection with the Hayes tract. Deponent also recollects the fence which was constructed along the line where the said Hayes tract joins the said Beideman tract, which was a strong inclosure of brush, fallen trees and boards. Deponent further sayeth, that he was frequently on said Beideman tract of land in the years 1853, 4, and 5, and knows that the said Beideman was in the actual possession of said tract of land, as it appears on said exhibit B; that in the fall of said year 1854, the said Beideman had constructed a strong, substantial board fence along the whole of the exterior line of the said tract along Bush street; a similar one along the line of Larkin street, save as to a small strip on said Larkin street, known as "Davis' Hollow," which said "Davis' Hollow" was fenced around with a similar strong fence, joining the said exterior fence on Larkin street, at either side of said "Davis' Hollow"; also, a similar fence on the southern boundary of said tract, from said line of Larkin street to a point where it intersected the Hayes line, at about Gough street, as shown on said exhibit B; from thence to the western boundary of said tract, along the line of Hayes' tract, there was a strong inclosure composed of boards, brush and fallen trees; from thence a similar strong board fence along the said western boundary, as shown on said exhibit B, to the fence aforesaid, on Bush street.

Deponent further saith, that during said year 1854, the said defendant subdivided said tract above described, into several parcels, and erected substantial fences around the same, and erected tenements thereon, which were, in said fall of 1854, standing on said tract. Deponent further said, that during the month of January, 1855, and during said year of 1855, he was frequently on said tract, and the said exterior fences above described, were standing as constructed, in a permanent and good condition, as was also the said interior fences and improvements.

Deponent further saith, that at convenient places in said exterior and interior fences, the said Beideman constructed a number of farm gates for the use of persons occupying said tract. Deponent further saith, that during said years 1854–5, he was on said tract as often as once a week, and always saw the said Beideman on said tract, exercising acts of ownership over the same, making improvements, and giving directions over the same. Deponent also saw the agent of the defendant, one Welton, on said tract, having the care and management thereof. Deponent further said, that the said Beideman has, since the said year 1853, and to the present time, been in the actual and exclusive possession of said Beideman tract, excepting as to the small piece within "Davis' Hollow," as aforesaid.
H. HALE.

Sworn to before me, this sixteenth of October, 1860.

W. L. Higgins, Notary Public.

TESTIMONY OF WM. L. DODGE.

Twelfth District Court,
City and County of San Francisco, ss.

Wm. L. Dodge, being duly sworn, doth depose and say that he has resided in San Francisco since the year 1852; that he knows the tract of land described in exhibit B as the Beideman tract, and that in the month of August, in the year 1854, Deponent with his partner, leased a portion of said Beideman tract of the defendant Beideman, of about six acres, which he used in connection with a hog ranch which he was then carrying on, on another portion of said Beideman tract, purchased of said Beideman previously; that said deponent and his partner continued during the years 1854 and 1855 to carry on said business of hog ranching on said tract, and used the said land so purchased and leased during the said years for such purposes.

Deponent further saith that he knows of the defendant setting out in said year, 1854, several hundred cottonwood trees on different portions of said tract, and that a portion of said trees were thriving and growing thereon in the year 1855.

Deponent further saith, that always during the time of his so leasing from the said Beideman, the said Beideman tract has been substantially enclosed with a good permanent fence, and a number of valuable improvements have been placed thereon by said defendant, a large portion of which were erected upon the land, and standing during the years 1854 and 1855.

Deponent further saith, that since his leasing of the said defendant as aforesaid, the said defendant Beideman has been in the exclusive, actual and peaceable possession of the whole of said tract of land, save as to a small piece of six or seven acres, called and known as "Davis' Hollow"; that said Beideman is the only person who during all of said time has controlled and used said land, and that the same is now substantially inclosed, and in the possession of said Beideman.

Signed, WM. L. DODGE.

Sworn to before me, this fifteenth of October, 1860.

WM. L. HIGGINS, Notary Public.

TESTIMONY OF BERNARD KENNEDY.

TWELFTH DISTRICT COURT,
City and County of San Francisco, ss.

Bernard Kennedy, being duly sworn, doth depose and say that he has resided in San Francisco since the year 1850, and has resided with his family near the property in controversy herein, ever since.

Deponent further saith, that in the year 1853, he was well acquainted with the lines of the "Roberts and Potter" tract which is now included within the Beideman tract, as described in the complaint, and exhibits therewith A and B, which said "Roberts and Potter" tract of land comprised all of the land shown in exhibit B, lying to the south of Sutter street; that he also knew the tract called the "Piper" tract, comprised of all the land in said exhibit

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B, lying to the north of Sutter street. Deponent further saith, that in the year 1853, the said "Roberts and Potter" tract was inclosed by a good brush fence all around, except a small portion of the southeastern portion thereof, which was a board inclosure.

Deponent further saith, that in the fall of the year 1854, the said Beideman had around the said entire tract, called the Beideman tract, and described in the complaint, and exhibits A and B thereto attached, a good substantial three-board fence, strongly constructed, save as to a small place called "Davis' Hollow," which was fenced around with a similar strong board fence, the said fence surrounding the said "Davis' Hollow," joining on either side of the said hollow, the said exterior fence of defendant on Larkin street, and a small strip from about Gough street, as shown on said exhibit, running along the Hayes tract, which was composed of brush, fallen trees, and boards strongly built. That in said fall of 1854, the said tract was subdivided by a number of fences around said subdivisions, with tenements on the same. The deponent further saith that the defendant had at that time set out on different portions of said tract, several hundred cottonwood trees, and that in the year 1855, some of said trees were thriving and growing on said tract. Deponent further saith, that during all of the time from said fall of October, 1854, up to the first day of January, 1855, and during said year, 1855, the said exterior fences above described were kept in good and permanent repair, as were also the said fences around the said subdivisions. That there was during all of said time, a large number of farm gates placed at convenient places in said exterior and interior fences, which were kept locked, and were for the exclusive use of the persons occupying said tract of land.

Deponent further saith, that during said period he very frequently saw Merrit Welton, the agent of said Beideman, residing on said tract, going about the same, keeping in repair the said exterior fences, and generally managing and controlling the said premises.

Deponent further saith, that during said period, the said Beideman had a number of tenants on said tract, and that there was a milk and dairy ranch, also a hog ranch conducted thereon; that deponent from time to time during that period, saw a number of cattle grazing on said tract, and a number of persons at work on said tract.

BERNARD KENNEDY.

Sworn to before me, this seventeenth of October, 1860.

WM. L. HIGGINS, Notary Public.

TESTIMONY OF C. C. WEBB.

TWELFTH DISTRICT COURT,
City and County of San Francisco, ss.

C. C. Webb, being duly sworn, doth depose, and say, that he has resided in San Francisco since the year 1849; that he knows, and is familiar with the tract of land described in the complaints and exhibits A and B, and designated as the Beideman tract.

Deponent further saith, that in the years 1854 and 1855, the said tract was securely and permanently enclosed around with a substantial three-board fence, save as to a strip on the line of the Hayes tract, which was strongly constructed of fallen trees and brush; that during said years, one Merritt Welton was residing on said tract, as the agent for said Beideman.

C. C. WEBB.

Sworn to before me, this fifteenth of October, 1860.

W. L. HIGGINS, Notary Public.

TESTIMONY OF EDWARD VISCHER.

TWELFTH DISTRICT COURT,
City and County of San Francisco, ss.

Edward Vischer, being duly sworn, doth depose, and say, that he has been a merchant, residing and doing business in said city for the past ten years; that deponent, in the fall of the year 1854, had occasion to pass through the "Sans Souci" road, which runs from east to west through the Beideman tract, as shown on exhibit B, attached to the complaint herein; that said "Sans Souci" road was then fenced on both sides for a distance of at least half a mile from Larkin street, running in a westerly direction; that while passing through said road he saw Mr. Merritt Welton, the agent of the defendant, engaged on said tract in getting up and driving a large number of cows; that deponent had no occasion to visit other portions of said tract, or examine other enclosures around said tract, and does not know the character of the same.

EDWARD VISCHER.

Sworn to before me, this nineteenth of October, 1860.

ROBT. C. PAGE, Notary Public.

TESTIMONY OF FRANK B. AUSTIN.

TWELFTH DISTRICT COURT,
City and County of San Francisco, ss.

Frank B. Austin, being duly sworn, doth depose, and say, that he has resided in the city of San Francisco for the past eleven years; that he knows and is familiar with the tract of land designated in exhibit B, and attached to the complaint herein, and has known the same since the year 1853; that in the year 1853 the said Beideman tract was composed of two parcels, one was called the "Roberts and Potter," and the other the "Piper" tract; that the first mentioned tract consisted of all the land, as shown by the said exhibit B, lying south of Sutter street.

Deponent further saith, that in the year 1853, the defendant was in the possession of the said "Roberts and Potter" tract, which was in the early part of said year 1853 inclosed by a fence, partially of boards and brush; that in the year 1854 the defendant was in the possession of the said "Piper" tract, and had in the fall of said year possession of both tracts.

Deponent further saith, that from the time said Beideman took possession of said tract, he made improvements thereon, subdividing the whole of said Beideman tract into several parcels, and fencing around with a good substantial fence each of said subdivisions, and erecting on them, or nearly all, houses and tenements for the accommodation of persons occupying said tract; that from the month of October, 1854, up to and including the year 1855, the said Beideman was in the actual possession of said Beideman tract, exercising acts of ownership over and controlling the same; that during all of said time deponent had frequent occasion to know the character and condition of the exterior lines and fences on the line of Larkin street, on the line of Bush street, and the westerly line, to its intersection with the line of the adjoining Hayes tract, and also knew the character of the inclosure running on said last mentioned line; that on said last mentioned line there was a fence made of brush, fallen trees, and boards, and was a strong, tight inclosure; that the other said exterior lines was constructed with a strong, substantial three-board fence, with, at convenient distances, farm gates put up and kept locked, for the accommodation of said persons occupying said tract; that the other lines of said tract were inclosed, but deponent, not having occasion to go around the southern lines, does not remember the character of that inclosure; that the fences spoken of, and which he particularly remembers as above stated, were, during all of the time above stated, kept in good permanent repair and condition.

Deponent further saith, that during said time considerable business was done on said tract, portions thereof being used for hog ranching, milk dairies, pasturage of cattle, and other purposes.

Deponent further saith, that during the said time before mentioned, in the fall of 1854, or early in 1855, the defendant resided for some time on the tract, and that one Merritt Welton has resided on said tract, as the agent of said Beideman, ever since the year 1853, managing and having the care thereof; that deponent, during the years 1854 and 1855, frequently saw said Beideman on said tract exercising acts of ownership over the same, and during said time the said Beideman, on several occasions, pointed out to deponent the buildings and improvements he was making on the same; that many of the said improvements were made by said Beideman during the year 1854, and the said fences and improvements were standing in good condition up to the year 1856, and also the said exterior fences and many improvements are still upon the said tract. F. B. AUSTIN.

Sworn to before me, this fifteenth of October, A. D. 1860.

W. L. Higgins, Notary Public.

TESTIMONY OF CORNELIUS WHITNEY.

Twelfth District Court,
City and County of San Francisco, ss.

Cornelius Whitney being duly sworn, doth depose and say, that he has resided in the city of San Francisco since the year 1850; that during the years 1854–5, he had occasion frequently to pass through the Beideman tract of land, as specified in exhibit B, attached to the complaint; that the "Sans Souci" road, through which he so passed, runs through said tract from east to west; that said road, in said years, was securely and strongly fenced on both sides, through its entire length on said Beideman tract, with a permanent, three-board fence, and said fence, during said time, was in good and permanent condition.

CORNELIUS WHITNEY.

Sworn and subscribed to before me, this fifteenth day of October, 1860.

Samuel Hermann, Notary Public.

TESTIMONY OF HENRY W. BYINGTON.

Twelfth District Court,
City and County of San Francisco, ss.

H. W. Byington being duly sworn, doth depose and say, that he has been a resident of San Francisco for the past ten years, residing with his family since the year 1853, near the tract of land now in controversy; that he knows and is familiar with the tract of land described in the complaint and exhibits A and B attached thereto, and therein referred to as the Beideman tract; that in the year 1853, said Beideman tract consisted of two parcels of land—one being known as the "Roberts and Potter" tract, lying south of Sutter street, as appears in exhibit B, and the other being known and called the "Piper" tract, lying to the north of said street, as defined in said exhibit B. Deponent further saith, that in the summer of the year 1853, the said "Roberts and Potter" tract was purchased by the defendant, of said Roberts and Potter, and said Beideman took possession thereof; that deponent knows of the position of the said "Roberts and Potter" tract in the year 1850, and of the surveys made by the surveyors of San Francisco county in reference thereto, and was on the said tract many times after its location, prior to the said year 1853; that in the survey of 1853, at the time of the purchase of the said "Roberts and Potter" tract, by the said defendant, Beideman, the same was inclosed by a fence mostly of brush and partly of boards, and a house built thereon, in which the said Roberts and Potter resided; that immediately after the purchase by said defendant of said tract, and under the direction of one Merritt Welton, agent for said defendant, Beideman, the defendant, reconstructed and repaired the said exterior fence around the said tract, and commenced the making of improvements on said tract; that during the year 1853, and up to the fall of 1854, the said defendant made many and valuable improvements on said tract of land designated as the Beideman tract, and described in said exhibits A and B; the said defendant subdivided the said tract into about seven or eight subdivisions, and constructed a substantial three-board fence around each of said subdivisions, and erected on several of said subdivisions houses for the accommodation of the people living on said tract and carrying on business there; defendant also fenced, with a substantial and strong three-board fence, both sides of the road known as the "Sans Souci" road, protected from any other than private use, so as to constitute and form an entire and permanent inclosure around the said Beideman tract; that in the month of October, A. D. 1854, the said Beideman, in addition to the improvements as aforesaid made, and the said fences so constructed around the said subdivisions, had erected, reconstructed and built around the whole exterior lines of said Beideman tract, as shown by said exhibit B, a good and substantial three-board fence, about five to five and a half feet high, of Oregon lumber, well and permanently constructed, except a small strip on Larkin street—part of a small five or six acre tract known as "Davis' Hollow"—which "Davis' Hollow" was fenced around by the defendant with a similar fence, joining on Larkin street aforesaid, at either side the exterior fence; and except a small strip on the line of the Hayes tract, which was made of brush, boards and trees; that at said time the said defendant had erected a large number of farm gates at convenient distances on the exterior and interior fences, for the use and accommodation of the occupants, tenants, lessees, employes and other persons occupying the said tract—occupying the same under said defendant—which gates were kept under chains and locks; that in the year 1853 or 1854, the defendant, Beideman, set out several hundred cottonwood trees on different portions of said tract, a portion of which were growing and thriving during the years of 1854 and 1855; that in the years 1854 and 1855, deponent knows that a milk dairy was carried on on said tract, either by said Beidman or persons under him. Deponent thinks there was as many as thirty or forty cows on said tract for such purposes; that deponent sold, from time to time, feed for the stock of said dairy, and received the pay thereof from said defendant, Beideman. Deponent also sold to said defendant a horse for the purpose of being used in the business of said milk dairy. Deponent saith he has passed and repassed the said Beideman tract almost every day for the past eight years, and has known the said Beideman during all of said time; that the said exterior fences around said Beideman tract since the said fall of 1854, up to the first of January, 1855, inclusive, and from thence during the whole year of 1855, and from thence to the present time, have always been kept and preserved in good, substantial and permanent condition; and during the said time up to and including the year 1855, the said fences around the said subdivisions were kept in good and substantial repair. That to the knowledge of deponent the said Beideman, with the exception of the small piece called "Davis' Hollow," has always and continuously, from the time of his said purchase, been in the actual, peaceable and exclusive possession of said tract of land above described and referred to; and deponent has, from his frequent visits to said tract, and constantly passing there, and from his actual knowledge of the condition of the same, and his near residence thereto, had a perfect knowledge of the said possession of the said defendant, by himself, his tenants, lessees and employees of said tract of land; that no person but said Beideman has ever, to the knowledge of deponent, during all of said time, attempted to exercise act of ownership over the same; and deponent knows that the said Beideman has always and exclusively had the possession and control of the same, and exercised himself, all acts of ownership over the same; that deponent knows that the said defendant, Beideman, from time to time, and at various times, and most every day, was at the said tract, in the years 1854–5, and a portion of said time lived in his house thereon; that deponent knows that said defendant, Beideman, had, during said years 1853, 1854 and 1855, tenants, lessees and employees on said tract of land, and a great deal of business of all kinds was, during those years, conducted thereon by himself and those under him; that deponent, from the improvements made by said Beideman, which are within the personal knowledge of deponent, states that during the years 1854–5, not less than six thousand dollors in value was expended for such improvements, a large portion of which improvements have remained, and are now on said tract of land.

HORACE W. BYINGTON.

Sworn to and subscribed before me, this fifteenth day of October, A. D. 1860.

Samuel Hermann, Notary Public.

TESTIMONY OF CHARLES FISHER.

Twelfth District Court,
City and County of San Francisco, ss.

Charles Fisher, being duly sworn, doth depose and say, that he has been a resident merchant of San Francisco, doing business herein since the year 1850; that in the year 1854, in the fall, he had occasion to pass through said tract of land, known as the Beideman tract, and saw Mr. Merritt Welton there in charge of the same, and conducting a milk ranch on said tract; that deponent saw some of the cows belonging to said milk ranch—as many as thirty cows—which were there in charge of said Welton; that on the first day of January, 1855, or 1856, deponent was on the said tract, and saw the family of said Welton, and was shown the stock and dairy equipments there on said tract, and said milk ranch was then being carried on under the superintendence of said Welton; that deponent then saw the fences on and about the north-eastern corner of said tract, which were good and substantial board fences, but had no occasion to go around on any other portion of said tract—does not know the character of said inclosures, other than is herein stated.

CHARLES FISHER.

Sworn to and subscribed before me, this nineteenth day of October, 1860.

R. C. Page, Notary Public.

TESTIMONY OF HIRAM HURLBUT.

Twelfth District Court,
City and County of San Francisco, ss.

Hiram Hurlbut, being duly sworn, doth depose and say, that he has resided in San Francisco since the year 1850; that he knows the tract of land described in the complaint, and exhibits A and B, thereto attached, and known and designated as the Beideman tract; that in the month of August, 1854, deponent with his partner, leased a portion of said Beideman tract of the defendant Beideman, of about six acres, which he used in connection with a hog ranch which he was then carrying on on said tract, on another portion, previously purchased of said Beideman.

Deponent further saith that during the years 1854 and 1855, he and his partner continued to carry on said business of hog ranching on said tract, and used the said land so purchased, during all of the said time, for such purposes.

Deponent saith that he knows of the defendant having had set out, and in said year, 1854, several hundred cottonwood trees on various portions of said tract, and that a portion of said trees were thriving and growing on said tract in the year 1855.

Deponent further saith, that since the year 1853, said Beideman has been in the exclusive and actual possession of the whole of said tract of land except a small piece of six or seven acres, fenced around and separated from said main tract, called "Davis'

Hollow;" that said Beideman is the only person who during all of said time to the present, has controlled and used said tract, and further, that the same has, to the present time, been substantially inclosed and improved, and always in the possession of the said Beideman.

HIRAM HURLBUT.

Sworn to and subscribed before me, this seventeenth day of October, A. D. 1860.

Wm. L. Higgins, Notary Public.

TESTIMONY OF A. J. GLADDING.

Twelfth District Court,
City and County of San Francisco, ss. }

A. J. Gladding, being duly sworn, doth depose and say, that he has resided in the city of San Francisco since the year 1850; that during the said period he has known the tract of land described in the complaints and exhibits A and B, thereto annexed and therein referred to as the Beideman tract; that in the year 1853, the said Beideman tract consisted of two tracts of land then known, one, as the "Roberts and Potter" tract, lying south of Sutter street, as referred to in said exhibit B, and the other was known as the "Piper" tract, being the land in said exhibit B, lying north of said Sutter street; that in the year 1854, deponent had occasion many times to go upon said tract; that on the easterly side of said Beideman tract, along Larkin street, as shown by said exhibit B, there was a substantial three-board fence running along Larkin street from Bush street down to "Davis Hollow;" that on the northerly side of said Beideman tract, there was also a substantial three-board fence running along the line of Bush street, as shown by said exhibit B; that there was also a good substantial three-board fence running along the westerly side of said Beideman tract, as shown by said exhibit B; that deponent had occasion to pass through the "Sans Souci" road, which led through said tract, which road was also fenced on both sides with a substantial three-board fence, with gates at either entrance thereof; that deponent also during said year saw the fences being constructed around the said subdivisions of said Beideman tract, which were also good substantial fences. Deponent also saw the several houses and improvements made by defendant on said tract; that during said year, 1854, the fences that deponent referred to, and particularly the said exterior fences, were always kept in good and permanent repair, and continued so during the year 1855; that deponent knows that said defendant Beideman, in the year 1854, set out on different portions of said tract, several hundred cottonwood trees, a portion of which were thriving and growing in the year 1855; that deponent recollects seeing cultivated patches on said tract in 1854 and 1855, but the extent and character of which he cannot remember; that as to the exterior fences on the southerly side thereof, deponent had no occasion to go there, and does not distinctly recollect the character of the same.

A. J. GLADDING.

Sworn to and subscribed before me, this thirteenth day of October, 1860.

Wm. L. Higgins, Notary Public.

TESTIMONY OF DR. H. TROUETTE.

Twelfth District Court,
City and County of San Francisco, ss.

Hypolite Trouette, being duly sworn, doth depose and say, that he has resided in the city of San Francisco for the past ten years, as a practicing physician. Deponent further saith that he knows the tract of land called the Beideman tract, and referred to in the complaint and exhibits A and B thereto attached; that in the year 1853, deponent was on said tract, and saw the defendant Beideman fencing and repairing the fences around the same; that in the year 1854, deponent was on said tract several times; that said Beideman in that year, had constructed a board fence around the said tract, which fence was also around the same in 1855. Saw the said tract subdivided, and fences around the said subdivisions, and houses upon them. Deponent also saw a number of cottonwood trees set out by said defendant Beideman on different portions of said tract, which were, or a portion of them, thriving and growing in said years, 1854 and 1855. Deponent saith that since the year 1853, had frequent occasion to pass by and visit said tract of land, and that said Beideman has always during said time exercised acts of ownership over the same, and been in the exclusive possession of the same.

HYPOLITE TROUETTE.

Sworn to and subscribed before me this sixteenth day of October, A. D. 1860.

Wm. L. Higgins, Notary Public.

TESTIMONY OF I. J. WESETZKY.

Twelfth District Court,
City and County of San Francisco, ss.

I. J. Wesetzky, being duly sworn, doth depose and say, that he has resided in the city of San Francisco since the year 1852; that he knows and is familiar with the tract of land in controversy, described in the complaint and referred to in the exhibits A and B, designated as the Beideman tract; that the deponent has resided at the corner of McAllister and Larkin streets, as shown by exhibit B, and on the northeast corner of said street, and has resided there with his family from 1852 to the present time; that in the years 1854 and 1855, the said Beideman tract, as shown in said exhibit B, was substantially inclosed on all sides with a good three to five-board fence, save as to a small strip fronting on Larkin street, at a place called "Davis' Hollow;" that said "Davis' Hollow" was fenced around by said Beideman with a similar made fence, which fence around said "Davis' Hollow," joined the said exterior three-board fence on Larkin street of the defendant, on either side of "Davis' Hollow," and save as to a small strip on Hayes' tract, where it joins the said Beideman tract, running westerly from about Gough street to the western boundary of said tract, which small strip was fenced with brush, fallen trees and boards, and was strongly constructed; that said exterior fences were kept during the latter part of said year, 1854, and during the year 1855, in good and permanent condition. Deponent further saith that in said year, 1854, deponent had in view a purchase of a piece of said tract from said Beideman, and examined particularly the said exterior fences of said tract, in view of said purchase, deponent having then a Peter Smith title to a portion of the same, and being out of possession; that during the years 1854 and 1855, one Meritt Welton was about said tract, working and keeping the fences in good repair, as the agent of said Beideman, and having the care, charge and management thereof, and that during all of said time, the said defendant has had the exclusive control and possession of said tract of land as here set forth.

I. J. WESETZKY.

Sworn to and subscribed before me, this sixteenth day of October, A. D. 1860.

Wm. Higgins, Notary Public.

TESTIMONY OF LYMAN SMITH.

Tweltth District Court,
City and County of San Francisco, ss.

Lyman Smith, being duly sworn, doth depose and say, that he has resided in the city of San Francisco since the year 1852; that since the year 1853, deponent has known and been familiar with the tract of land described in the complaint and exhibits therewith, and known as the Beideman tract.

Deponent saith since the year 1853, he has passed and re-passed, and been over the said land almost every day; that deponent knows of the purchase by defendant, and his taking possession thereof, of the so-called "Roberts and Potter" tract, which land is comprised of all the land in said exhibit B, attached to the complaint, lying south of Sutter street, and also of the defendant's purchase into the so-called "Piper" tract, being all the land in the exhibit B, lying north of Sutter street; that in the year 1853, when the said defendant was in the possession of the so-called Roberts and Potter tract, the same was inclosed around with a fence, partly of brush and partly of board; that one Merrit Welton was on said tract at said time as the agent and overseer of said Beideman; that the said defendant in the said year, 1853, immediately commenced making improvements thereon, and repaired and reconstructed the said fence or inclosure surrounding said tract; that during the said year, 1853 and 1854, said Beideman had subdivided the said tract known as the Beideman tract, and constructed around the said subdivisions good and substantial three-board fences, and erected on all, or nearly all of said subdivided parcels, houses and tenements; that by the month of October, 1854, the said Beideman had constructed around the entire tract of land known as the Beideman tract, and described in the complaint herein, and exhibits annexed, a good and substantial three-board fence, save as to a small strip running along the adjoining Hayes tract, which was a strong inclosure of fallen trees, and save also as to a small strip on Larkin street, fronting the so-called "Davis Hollow," which "Davis' Hollow" was fenced around by the defendant with a substantial fence, and said fence so surrounding said "Davis' Hollow," joined the exterior fence of said Beideman on either side of said "Davis' Hollow," in front of said Larkin street.

Deponent further saith, that said Beideman had set out in the year 1854, several hundred cottonwood trees on different portions of said Beideman tract, which said trees, or a portion of them, were thereon thriving and growing in said year 1854, and the year 1855; that during the year 1853 and 1854, the said Beideman leased different portions of said tract to persons who used and occupied the same for hog-ranching, milk dairies, pasturage, and other purposes; that said Beideman had also, in the year 1854, constructed a large number of farm gates at various places on the said exterior and interior fences, for the exclusive use of persons who were living on said tract; that in 1854, a portion of said Beideman tract was sown with oats and barley, and another portion was plowed and cultivated; that the said milk dairy was carried on, on said Beideman tract, during the years 1854 and 1855.

Deponent further saith, from his frequent passing and re-passing, and going on said tract of land described in the complaint, he is familiar with the possession and character of the same by the defendant Beideman; that during the years 1854 and 1855, he lived near the said tract, and passed there nearly every day; that from the month of October, 1854, and up to the first day of January, 1855, and thence to the month of Jnly, 1855, the said tract of land as above described, and as in exhibit B, described, was surrounded by a good, substantial three-board fence, strongly constructed, and during all of said time was kept in good and permanent repair; that during the said time, the defendant had a number of tenants on said tract, and a considerable amount of business was there carried on; that said Beideman during said time, resided thereon from time to time, and had a number of persons employed upon the land; that from the said month of July, 1855, the said Beideman has had the said possession of the said tract, the exterior inclosures and fences have remained up to the present time; that the said Beideman is the only person who has had the actual possession of said land during all the time since his said purchase; that deponent knows of improvements put on said tract in the years 1853 and 1854, amounting in value, to at least $5,000; that said Beideman has always, since 1853, exclusively exercised the ownership and control over said land, and has since said year 1855, expended large sums of money in and upon improvements on said tract.

LYMAN SMITH.

Sworn to and subscribed before me, this eighteenth day of October, 1860.

Samuel Hermann, Notary Public.

TESTIMONY OF MOSES WHITCOMB.

Twelfth District Court,
City and County of San Francisco, ss.

Moses Whitcomb, being duly sworn, doth depose and say, that he has resided in San Francisco since the year 1850; that deponent knows the tract of land in controversy and described in the complaints and exhibits therein, and known and designated as the Beideman tract; that in the years 1854 and 1855 deponent had occasion to pass by said tract, and was on it several times during said time.

Deponent recollects that said Beideman constructed a fence of three boards on the Larkin street side, the Bush street side, and the western boundary thereof, which fences were permanent and substantial; that deponent had no occasion to look at the southern boundary thereof, and does not know the character of the enclosure; that in the fall of 1854, and during the year 1855, the said fences to which he has referred were standing in good and permanent condition; that during said time deponent frequently saw Merritt Welton on said tract, having the care and management of the same for the defendant Beideman, and residing thereon.

MOSES WHITCOMB.

Sworn to and subscribed before me, this 15th day of October, A. D. 1860.

SAMUEL HERMANN, Notary Public.

TESTIMONY OF DR. E. F. BURNELL.

TWELFTH DISTRICT COURT,
City and County of San Francisco, ss. }

Dr. E. F. Burnell, being duly sworn, doth depose and say, that he has resided in San Francisco since the year 1852, and has known the defendant since the fall of 1854; that deponent knows the Beideman tract as described in exhibit B, attached to the complaint; that deponent knows of the enclosure during the summer and fall of 1854, around the Larkin street side, the Bush street side, and the western boundary of said tract; that the same were of good substantial construction, being board fences permanently made, and said fences remained in good repair and permanent condition during the year 1855; that deponent had no occasion to see the southern boundary of said tract, and does not know the character of the enclosure at that point.

E. F. BURNELL.

Sworn to and subscribed before me, this 16th day of October, 1860.

WM. L. HIGGINS, Notary Public.

TESTIMONY OF ABNER DOBLE.

Twelfth District Court,
City and County of San Francisco, ss.

Abner Doble, being duly sworn, doth depose and say, that he has resided in San Francisco since June, 1850, and has followed during that time the blacksmithing business; that he knows the tract of land in exhibit B attached to the complaint, and therein designated as the Beideman tract.

Deponent saith that during the years 1854 and 1855 he had occasion to frequently pass the said Beideman tract; that in the fall of the year 1854, and during the year 1855, the exterior line surrounding said tract, on the line of Bush street, and also on the western line of said tract, from Bush street to its intersection with the line of Hayes Ranch, was constructed with a good substantial board fence, and kept in good repair and permanent condition during the whole of said time. That the exterior line running along the adjoining Hayes' tract was composed of brush, fallen trees and boards, and was strongly constructed; that as to the other lines of said tract, deponent had no occasion to pass by the same, and is ignorant of the character of those lines.

ABNER DOBLE.

Sworn to and subscribed before me, this 15th day of October, 1860.

Wm. L. Higgins, Notary Public.

TESTIMONY OF FREDERICK IKEN.

Twelfth District Court,
City and County of San Francisco, ss.

Frederick Iken, being duly sworn, does depose and say, that he has resided in the city of San Francisco since June, 1849, and has been a merchant doing business in said city during all of said time; that he knows the tract of land in controversy herein, called the Beideman tract; that during the years 1854 and 1855, deponent was on said tract of land as often as once a month; that he was well acquainted with Merritt Welton, who was residing at that time on said tract of land with his family, acting as agent and overseer of the defendant Beideman; that deponent knows that said tract of land was substantially fenced with a board fence, during those years, on the Larkin street side thereof, and on the Bush street side; that he frequently saw the enclosures around the other sides of said tract, but never inspected the same, being at a distance; that during said years there were a number of small houses and tenements on different portions of said tract, it being subdivided, and fences around all or most of said subdivisions; that he knows a milk dairy was kept during said period, on said tract, under the supervision of said Welton, and frequently saw cattle grazing on different portions of said tract.

FREDERICK IKEN.

Sworn to and subscribed before me, this 15th day of October, 1860.

SAMUEL HERMANN, Notary Public.

TESTIMONY OF FRANCIS S. WENSINGER.

TWELFTH DISTRICT COURT,
City and County of San Francisco, ss. }

F. S. Wensinger, being duly sworn, doth depose and say, that he has resided in San Francisco since the year 1852, and has followed a mercantile business ever since; that he knows the tract of land described in complaint and exhibits A and B, designated as the Beideman tract; that in the fall of the years 1854 and 1855 the said Beideman tract, as shown in the said exhibit B, was inclosed on the northern, easterly and southerly sides thereof by a good substantial three-board fence on said lines, and where the said Hayes tract joins the said Beideman tract, from a point near Gough street to the western boundary of said Beideman tract, there was a fence strongly constructed of brush, fallen trees and boards; that there was a fence on the western boundary of said tract at said time and times, but deponent did not inspect the same, and cannot say what was the character thereof; that during said period of time, and before the first of January, 1855, the said defendant had erected, and there was standing, substantial fences around subdivided parcels of said tract, on which parcels were tenements for the occupation of persons living on said tract; that said fences on the exterior lines above referred to by deponent were always kept in good and permanent repair during said fall of 1854, and during the year 1855; that during said time there were a number of persons on said tract, tenants and others working for the defendant, and that there was a milk dairy carried on on said tract.

FRANCIS S. WENSINGER.

Sworn to and subscribed before me, this seventeenth day of October, 1860.

WM. L. HIGGINS, Notary Public.

TESTIMONY OF CHARLES H. WEST.

TWELFTH DISTRICT COURT,
City and County of San Francisco, ss.

Charles H. West, being duly sworn, doth depose and say, that he has resided in San Francisco for the past eleven years; that deponent knows the tract of land described in the exhibit B, attached to the complaint and designated as the Beideman tract; that deponent, during the fall of 1854 and during the year 1855, had frequent occasion to pass the said Beideman tract on its western, eastern and southern boundaries, as shown on said exhibit B; that during said years, the said tract was on those sides surrounded by a good substantial board fence, which was always kept in good and permanent repair; that deponent never had occasion to examine the character of the southern boundary of said tract, and does not know how it was constructed.

CHAS. H. WEST.

Sworn to and subscribed before me, this sixteenth day of October, 1860.

WM. L. HIGGINS, Notary Public.

TESTIMONY OF SEXTUS SHEARER.

Twelfth District Court,
City and County of San Francisco, ss.

Sextus Shearer, being duly sworn, doth depose and say, that he has resided in the city of San Francisco since the year 1852; that he is a lawyer by profession; that he was upon the tract of land known as the Beideman tract in the fall of 1854, and deponent rode through a portion of said tract and saw the inclosures of the same on Bush street, and on Larkin street, and the strip adjoining Hayes' Valley; that the said tract on the said Larkin and the said Bush streets was inclosed with a good and substantial three-board fence, the small strip on Hayes' line was made of fallen trees, brush and boards; that deponent did not have occasion to inspect the character of the fences and inclosures on the westerly and southerly line, except the said portion of the tract adjoining the said Hayes' tract, but deponent saw that the whole tract at that time was inclosed with a fence; that deponent also saw the fences around the subdivisions of said tract, which were substantial and well constructed, he also saw the several houses erected upon said subdivisions, and passed through a number of farm gates, which were placed at different parts of said exterior fences and interior fences.

Deponent further saith, that he saw a large number of cottonwood trees growing on different portions of said tract, and while there, visited several of the said houses thereon, some of which were occupied by the tenants of the defendant; that he also saw a number of hands at work on said tract; that deponent was also acquainted with Mr. Chute, a tenant of defendant, then living on said tract, and saw him there at his house.

Deponent further saith, that in the year 1853 he was on the said tract several times, and the same improvements were then on said land, and the said Beideman was there, as well as in the fall of 1854, on the said tract, in possession thereof, and controlling and using the same, and in the year 1854, and deponent thinks also in the year 1855, the defendant was, at the times deponent visited there, residing upon said tract.

SEXTUS SHEARER.

Sworn to and subscribed before me, this sixteenth day of October, A. D. 1860.

WM. L. HIGGINS, Notary Public.

TESTIMONY OF T. B. VALENTINE.

TWELFTH DISTRICT COURT,
City and County of San Francisco, ss.

T. B. Valentine, being duly sworn, doth depose and say, that in the month of August, A. D. 1853, he, in connection with others, purchased the western part of the Arbour tract, which said tract lies westward of the tract formerly known as the Roberts and Potter tract; that when deponent so purchesed, said Beideman was in possession of said Roberts and Potter's tract, and was, with a large number of hands, engaged in erecting fences and improvements on said Roberts and Potter's tract; that subsequently the whole of said Beideman tract, as shown upon exhibit B, and filed in the aforesaid case, was substantially fenced by said Beideman with a good substantial fence, and many tenements erected upon said tract by said Beideman, and the same remained thereon, in the possession and control of the said Beideman, during the years 1854 and 1855, and so remains at this time.

T. B. VALENTINE.

Sworn to and subscribed before me, this sixteenth day of October, A. D. 1660.

WM. L. HIGGINS, Notary Public.

TESTIMONY OF THOMAS NELSON.

TWELFTH DISTRICT COURT,
City and County of San Francisco, ss.

Thomas Nelson, being duly sworn, doth depose and say, that he has resided in San Francisco since the year 1849, engaged in the blacksmith business; that deponent had occasion, in the years 1854 and 1855, to pass by the tract of land known as the Beideman tract, many times; that during those years there was to deponent's knowledge a good substantial fence around the exterior lines of said tract, on the Larkin street side, on the Bush street side, and on the western boundary thereof, and on the line of the Hayes tract a fence strongly constructed of brush, fallen trees, and boards; that as to the southern boundary, deponent does not recollect the character of the inclosure, not having had occasion to go there or inspect the same.

THOMAS NELSON.

Sworn to and subscribed before me, this fifteenth day of October, A. D. 1860.

Sam'l Hermann, Notary Public.

TESTIMONY OF NATHANIEL GREY.

Twelfth District Court,
City and County of San Francisco, ss.

Nathaniel Grey, being duly sworn, doth depose and say, that he has resided in the city of San Francisco for the past ten years; that during the fall of the year 1854, and in the year 1855, he he had frequent occasion to pass by the Beideman tract of land, and during those years the said tract was always inclosed on the northern, eastern and western boundaries as shown by the exhibit B, annexed to the complaint herein, with a good substantial board fence, which was kept during said time in good and permanent repair; that deponent had no occasion to visit the southern line of said tract, and does not know the character of the inclosure on that side.

NATHANIEL GREY.

Sworn to and subscribed before me, this eighteenth day of October, A. D. 1860.

Sam'l Hermann, Notary Public.

TESTIMONY OF HON. ABNER PHELPS.

TWELFTH DISTRICT COURT,
City and County of San Francisco, ss.

Abner Phelps, being duly sworn, doth depose and say, that he has resided in San Francisco since the year 1849; that he knows the tract of land designated as the Beideman tract, and shown on the exhibit B, attached to the complaint; deponent further saith, that in the years 1854 and 1855, he had occasion to pass and repass said tract of land almost every week; that the said tract of land was inclosed on all sides with a strong, permanent, substantial three-board fence, securely and strongly constructed, and posts sunk in the ground, save that a small strip adjoining the Hayes tract, was constructed of fallen trees and brush, and in a substantial manner; that during said years, the said exterior fences of said tract were kept in good and permanent condition; that during said period there were a number of buildings and other improvements on said tract; that one Merritt Welton was then on said tract, having the care and management thereof as the agent of said defendant, Beideman; and deponent, during said time, frequently saw the said Beideman on and about the premises.

ABNER PHELPS.

Sworn to and subscribed before me, this fifteenth day of October, A. D. 1860.

WM. L. HIGGINS, Notary Public.

TESTIMONY OF MICHAEL HAYES.

TWELFTH DISTRICT COURT,
City and County of San Francisco, ss.

Michael Hayes, being duly sworn, doth depose and say, that he has resided in the city of San Francisco for the past eleven years; that he knows and is familiar with the land in controversy herein, and has known it since the year 1849; that he knows of the purchase by defendant of the "Roberts and Potter" tract, in the year 1843, and of his purchase into the "Piper" tract prior to the fall of 1854; that the said two tracts of land compose the tract of land as described in the complaint and exhibits A and B, hereinafter referred to, and designated and known as the Beideman tract; that as soon as the said defendant purchased the said "Roberts and Potter" tract, he took possession thereof and commenced making improvements thereon, repairing and constructing the fences and inclosures around the said land; that in the fall of the year 1854, said defendant had around, on all sides of said Beideman tract, as shown by exhibit B, a good substantial board fence, save where the Hayes tract joined the said Beideman tract, where, for a short distance, was a good and substantial fence of board, brush and fallen trees, and save a small strip on Larkin street in front of what was called "Davis' Hollow," which said "Davis' Hollow" was fenced around with a substantial board fence joining the said exterior fence of defendant, on Larkin street, on either side of said "Davis' Hollow."

Deponent further saith, that during the fall of 1854, and from thence during the year 1855, the said fences surrounding the said tract were, by the defendant, always kept in good repair and permanent condition; that the said defendant had also, in the said fall of 1854, subdivided said tract known and designated in said exhibit B, as the Beideman tract, into a number of parcels, and erected a substantial board fence around said subdivisions, and had also erected small houses on most or all of said subdivisions, which improvements were standing during the year 1855.

Deponent further saith, that said defendant had set out in said year 1854, several hundred cottonwood trees on various portions of said tract, which were all, or a portion of them, thriving and growing in said year 1855; that in the year 1853, said defendant built a house on said tract, near Hayes' tract, and resided in said house; that in the year 1854, portions of said tract were plowed and cultivated by said defendant.

Deponent further saith, that he was one of the commissioners appointed to lay off streets and public reservations west ot Larkin street, under the provision of the Van Ness ordinance, in the year 1855; that streets and reservations were accordingly laid off by said commissioners and reported to the Common Council, in 1856;

that the map of the same was subsequently adopted by the City Government and the State Legislature as the official map of the Western Addition, and that no streets were ever laid out by the city west of the said Larkin street prior to the laying out as aforesaid by said commissioners.

MICHAEL HAYES.

Sworn to and subscribed before me, this eighteenth day of October, A. D. 1860.

WM. L. HIGGINS, Notary Public.

TESTIMONY OF JOHN ROBBINS.

TWELFTH DISTRICT COURT,
City and County of San Francisco, ss.

John Robbins, being duly sworn, doth depose and say, that he has resided in the city of San Francisco for the past eight years, and engaged in mercantile business during said time; that in the month of November, 1853, deponent went to reside with his family on a portion of the tract described in the complaint, and exhibit B thereto annexed, which portion on which he so resided is included in what is called and is known as "Davis Hollow," having a front on Larkin street, as shown on said exhibit C; that in the fall of the year 1854 the said defendant constructed around said "Davis Hollow" a good substantial board fence, which fence remained in good and permanent repair from said fall of 1854, and during the year 1855, and thereafter.

JOHN ROBBINS.

Sworn to and subscribed before me, this 17th day of October, 1860.

WM. L. HIGGINS, Notary Public.

TESTIMONY OF REUBEN MARTIN.

TWELFTH DISTRICT COURT,
City and County of San Francisco, ss.

Reuben Martin, being duly sworn, doth depose and say, that he has resided in the city of San Francisco since the year 1849; that he has followed the business of a teamster during all of said time; that he has known the defendant, J. C. Beideman, since the year 1853; that in the year 1854, from May 18th to August 17th of said year, he hauled for the said defendant more than forty thousand feet of lumber and posts on to the Beideman Tract, as designated in the exhibit B attached to the complaint herein, for the hauling of which lumber, as aforesaid, the said defendant paid deponent the sum of $232 25. Deponent saith that at other times in the year 1853, and at various times subsequent to the hauling of said lumber in May and August, 1854, he has hauled large numbers of building and fencing lumber on the said Beideman Tract for the defendant; the particular quantity he has now forgotten.

REUBEN MARTIN.

Sworn to and subscribed before me, this 15th day of October, A. D. 1860.

Samuel Hermann, Notary Public.

TESTIMONY OF REV. ALBERT WILLIAMS.

Twelfth District Court,
City and County of San Francisco, ss.

Albert Williams, being duly sworn, doth depose and say, that he has resided in San Francisco most all of the time since the year 1849, and has during said time been engaged in teaching school, and in charge of a religious body, and pastor thereof; that prior to the fall of the year 1854, deponent had occasion to go upon the Beideman tract of land, lying west of Larkin street, several times; that he had in view a purchase of a piece of said tract, and was shown the said land by one Merritt Welton, who was then on said tract in charge thereof; that when deponent so visited said tract of land, the same was, as he remembers, enclosed by a substantial fence on all sides, and there were a number of fences around subdivided parcels of said land, and all of said fences appeared to be in good repair and condition.

ALBERT WILLIAMS.

Sworn to and subscribed before me, this 19th day of October, A. D. 1860.

Robt. C. Page, Notary Public.

TESTIMONY OF HON. HORACE HAWES.

TWELFTH DISTRICT COURT,
City and County of San Francisco, ss.

Horace Hawes, being duly sworn, doth depose and say, that he has resided in the city of San Francisco since the year 1849; that deponent had occasion, in the year 1854, to go upon the tract of land known as the Beideman Tract, as shown in exhibit B, attached to the complaint; that he crossed the said tract one or more times with the defendant; that according to the deponent's best recollection the said tract of land was enclosed on all sides with a fence; that in so crossing the said tract of land it was necessary to open gates, which were fastened, according to deponent's best recollection, with locks; that there were subdivisions of said tract with interior fences, and a number of tenements thereon, according to deponent's best recollection and belief; that deponent believes the said Beideman to have been in the undisputed possession of said tract, and that he has continued in such possession for several years subsequent—deponent having from time to time passed said tract since 1854—except that there was a hollow or valley of inconsiderable extent, which deponent thinks there was some dispute about. Deponent further saith, that in said year 1854 the said Beideman called deponent's attention, when on said tract, to a design which he was then prosecuting, of adorning said tract with ornamental trees, and showed deponent quite a number of trees which he had then set out on portions of said Beideman tract.

HORACE HAWES.

Sworn to and subscribed before me, this 20th day of October, A. D. 1860.

SAMUEL HERMANN, Notary Public.

TESTIMONY OF MILO HOADLEY.

TWELFTH DISTRICT COURT,
City and County of San Francisco, ss.

Milo Hoadley, being duly sworn, doth depose and say, that he has resided in the city of San Francisco for nearly eleven years, with the exception of about fifteen months in the years 1857 and 1858; that during all of said time he has followed the busines of Surveyor—that he was Deputy County Surveyor under William M. Eddy, County Surveyor, in the years 1850, 1851 and 1852; that he is familiar with the tract of land known as the Beideman tract, and described in the complaint and exhibits A and B, attached thereto; that he knew the Roberts and Potter tract and its boundaries, in the year 1850; that in 1853, the said Beideman tract, above described and referred to, was composed of two parcels of land—one being the said Roberts and Potter tract, and the other, the Piper tract; that the Roberts and Potter tract consisted of all that tract of land described in exhibit B, lying south of Sutter street, and the Piper tract of all the land lying north of Sutter street; that at the said time, the said Roberts and Potter tract was inclosed by a fence, partly of boards and partly of brush; that in said year 1853, the defendant, Beideman, was in the possession of said tract called Roberts and Potter's tract; that since said Beideman has been in possession as aforesaid, one Merritt Welton has been the agent of the defendant, residing on the said land; that from the summer of 1853, deponent has been very frequently upon said Beideman tract—as often as twenty or thirty times each year; that so soon as the said defendant took possession of the said land in 1853, he commenced making improvements thereon, and in the year 1853, reconstructed and repaired the exterior fences surrounding said Roberts and Potter tract, and that by the month of October, 1854, the defendant had erected around the said Beideman tract, on all sides except a small strip adjoining the Hayes tract, a good substantial three-board fence, save also a small strip of five or six acres, known as Davis' Hollow, which said Davis' Hollow was fenced around with a similar fence, connecting on either side of Davis' Hollow on front of Larkin street, with the exterior fence of defendant, running along Larkin street; that the small strip adjoining the Hayes Valley was a strong inclosure made of fallen trees.

Deponent further saith, that during said years 1853 and 1854, the said Beideman made many improvements on said tract of land; that he subdivided said tract into several parcels and fenced each subdivision with a substantial three-board fence, and erected houses or tenements on all, or nearly all of said subdivisions; that in the years 1853 and 1854, the defendant set out several hundred cottonwood trees on different portions of said tract, and that afterwards the same, or a portion of them, were thriving and growing; that there some portions of said tract plowed and cultivated; that in a number of places on said exterior and said interior fences, the said defendant had placed substantial farm gates, which were kept locked, and were put up for the convenience and accommodation of the tenants and employees of the defendant living on said tract; that there was, in the years 1854 and 1855, a milk dairy carried on on said tract, and a number of cows on the tract used and kept for the use of said dairy; that in the year 1854, Hulbut and Dodge, who went in on said land under the defendant, kept a hog ranch on a portion of said tract, and during said year, another portion of said tract was used for grazing cows by some person who occupied under said Beideman. Deponent further saith, that from the fall of 1854, up to the first of January, 1855, and from thence during the year 1855, the said exterior fences surrounding said tract were kept in good and permanent repair and condition. Deponent further saith, that during all of the time from the year 1853 to the present time, he has known of the possession of said Beideman of the said tract of land known as the Beideman tract, and above described; that the said possession of the said Beideman has been actual and exclusive, and during all of said time, the said Beideman has, to deponent's knowledge, exercised exclusively the ownership thereof.

MILO HOADLEY.

Sworn to and subscribed before me, this fifteenth day of October, A. D. 1860.

WM. L. HIGGINS, Notary Public.

TESTIMONY OF MILO HOADLEY.

History of the locations in the Western Addition.

TWELFTH DISTRICT COURT,
City and County of San Francisco, ss. }

Milo Hoadley being duly sworn, doth depose and say, in addition to his former affidavit in the above entitled cause, that during the years 1849 and 1850, all, or nearly all of the land now constituting the Western Addition of said city, excepting the Government Reservation at the Presidio, and also the land for a considerable distance westerly of the western line of said Western Addition, was laid off and surveyed, and located upon in quarter sections, or one hundred and sixty acre tracts; that generally, said surveys and claims were recorded in the County Recorder's office and in the County Surveyor's office; that most of said claims were built upon and inhabited by the locators, and also surrounded by fences composed of brush and fallen trees, that being the only material easily obtainable at the time for the said purpose; that the lines of said claims were publicly and generally respected and recognized as constituting the lines of ownership in said lands; that during subsequent years, up to the year 1854, the inclosures around said tract had become greatly improved—most of them being at the beginning of the said last mentioned year, substantially fenced with good post and rails—and post and board fences; that many of them had also become divided in ownership, and large numbers of persons were living upon, cultivating and improving the same, deriving their titles from the original possessors aforesaid; that many and valuable improvements had been erected upon said lands, including school houses and other public buildings; also, cemeteries had been located and high roads laid out and opened upon said lands by the said persons claiming as aforesaid; that subsequent to the said first of the year 1854, and during all of said year and up to the present time, the number of persons in possession of said lands, claiming their titles from the original locators, has greatly increased. The quantity of land embraced in said claims in said Western Addition, and also the boundaries of said claims, and the names of the persons in possession and claiming and exercising ownership and control thereof, were, on the first of January, 1855, and long prior thereto, matters of public and general notoriety—the lines of those claims, with the names of the original possessors and locators thereof, appear on many of the city maps published prior to said first of January. The original Thomas Hayes claim of one hundred and sixty acres was still in the actual possession of the said Hayes, and having well defined boundaries marked by fences; also, at said time, the Merritt & Co.'s claim, adjoining the said Hayes claim on the west—about eighty acres—having well defined boundaries by fences, was in the actual possession of the heirs and assignees of one Hayden, a purchaser from the original locator of the same claim; H. W. Byington was in actual possession of about forty acres, having well defined boundaries, and deriving title from said Merritt & Co.; also, at said time, Messrs. Perry & Edwards was in actual possession, with well defined boundaries by fences, of eighty acres, lying west of the said land of Hayden; and at the same time, Samuel H. Cole was in possession of eighty acres, lying north of said last mentioned land of Perry & Edwards, and said Cole's land lying partly west of the said Charter line of 1851; also, at said first of January, 1855, the deponent was in the actual possession, with boundaries well defined by fences, of the tract of a quarter section originally located by deponent, in the year 1850, except as to a small portion thereof sold by defendant; also, at the time, the original tract, now known as the "Arbour" tract, was divided and owned in two separate tracts of eighty acres each—each tract having well defined boundaries by fences, and the purchaser thereof from the original locators were in the actual possession thereof. At the same time, one J. H. Reckett was in the actual possession of the original tract of one hundred and sixty acres located by him in 1849, lying near the lagoon, which said tract had boundaries well defined and marked by fences; besides the aforesaid, there was at the said first of January, a very large number of tracts of twenty acres and upwards, each having well defined boundaries by fences, and over the whole Western Addition, as now constituted, the number of actual possessors embracing so small a quantity as five acres, was very inconsiderable. The deponent has carefully examined the topographical map filed herein and marked exhibit D, and believes that the dotted lines thereon west of Larkin street, fairly represent the fences which, in the latter part of 1857 and early part of 1858, marked the divisions and subdivisions of the possession in said Western Addition, and deponent knows that the average extent of possessions in said Addition was less in the year 1857 and 1858 than in the year 1854.

MILO HOADLEY,

Sworn to and subscribed before me, this twenty-third day of October, A. D. 1860.

R. C. PAGE, Notary Public.

TESTIMONY OF MERRITT WELTON.

TWELFTH DISTRICT COURT,
City and County of San Francisco, ss.

Merritt Welton, being duly sworn, doth depose and say, that he is a resident citizen of the aforesaid city, and has been a resident citizen of said State since the 15th of July, 1849, and of said city since February, 1851, and from 1851 to the present time has never been absent from the said city but one week, except a visit to Frazer river, in British Columbia, during the year 1858, which visit occupied a period of about five months. Deponent further saith that he knows and is familiar with the tract of land involved in the controversy herein, and which is described in the complaint and exhibit B thereto attached, and has so known it since the year 1851; that in the month of April, 1851, deponent built the house now known as the United States Arbor, on the tract of land lying immediately west of the tract described in the complaint herein, and adjoining it, and in the month of April or May, 1851, went to said house with his family to reside, and did reside there till about the beginning of the year 1852.

Early in July, 1853, deponent went to live on the place where he now resides, being the tract of land in controversy, and has resided thereon ever since, and there with his family since the year 1855, and has been continuously on said tract ever since, saving the aforesaid temporary absences; that deponent is familiar with the tract of land and its boundaries, as set forth and described in the complaint and exhibits A and B, and therein referred to as the Beideman tract; that the said Beideman tract, in the year 1853, consisted of two parcels lying together, and known as and called the "Roberts and Potter Tract," the other known as and called the "Piper Tract;" the first mentioned tract consisted of all the land lying south of Sutter street, as appears on said exhibit B, and the Piper Tract consisted of all the land lying north of Sutter street, embraced in said exhibit B; that some time during the last of June or first of July, 1853, deponent was employed by defendant Beideman to take charge of the so-called Roberts and Potter Tract, to keep up the enclosures around the same, and to superintend the improvements as said Beideman should make upon, and generally to oversee and superintend the same; that when deponent first went on said land as aforesaid, the whole of said so-called Roberts and Potter Tract was enclosed by a fence, mostly of brush, and a small portion thereof of boards. That during the year 1853, and within three months from the time deponent so went on said tract of land for the defendant, a board fence was constructed around the said Roberts and Potter Tract by the said defendant Beideman, under the supervision of this deponent, with the exception of about four hundred feet along the line of the Hayes Tract, adjoining the Roberts and Potter tract on the south, which four hundred feet was well filled up by a strong fence of fallen trees piled together, and excepting a small strip in front of Davis Hollow, as hereinafter described, which was of brush.

That during the same year the defendant, Beideman, under the supervision and agency of this deponent, used a large quantity of lumber, amounting to at least thirty thousand feet, in improving the said fences, keeping them in repair, and making other improvements on said tract of land. That the said defendant resided with deponent in said house for about a month thereafter, and during the same year defendant erected a house and stable for his own residence and use, in the valley near the line of Hayes' Tract, above mentioned; that defendant furnished said house, and moved into it afterwards; that during said year defendant had a portion of said valley ploughed and planted with vegetables, and set out a large number of California cottonwood trees on different portions of said tract, to wit, about three hundred trees, which, during the years 1854 and 1855, mostly throve and continued to grow on said tract. That during the years 1853 and 1854, and previous to the month of October, 1854, the defendant, under the supervision of this deponent, had erected on different portions of said tract, eight small houses, for the residence of persons on the land, and in connection with some of them put up out buildings, such as stables and cow sheds. That defendant had previously to October, 1854, divided said tract into eight smaller tracts, or subdivisions, and the said subdivisions had each one of the before mentioned houses upon it, save one; that the said subdivisions were made by putting around each one of them a substantial three-board fence, and strongly nailed to posts sunk in the ground. That the "Sans Souci road" ran through the said tract from east to west, and on each side of said road a similar good and substantial fence was kept up by said defendant through its whole length.

Deponent further saith, that prior to October, A. D. 1854, the said defendant purchased into and took possession of the said Piper tract above described and referred to. Deponent further saith, that from time to time, and simultaneously with the aforesaid improvement, and the fencing of the subdivisions, the said defendant caused the said exterior fences hereinbefore referred to, to be reconstructed with new material, so that in the month of October, A. D. 1854, all of the said exterior lines of said tract described in the complaint, and referred to in said exhibits A and B, were defined and made permanent with a good high substantial three-board fence, attached to posts sunk in the ground, strongly and securely constructed, save and except in certain places of inconsiderable length, where the said exterior lines of said Beideman tract joined inclosures of persons in possession of adjoining tracts, which adjoining tracts were equally well and substantially fenced and enclosed; by common consent said fences were used and enjoyed by said defendant for the protection of his said tract; and except upon a small tract of six or seven acres, called Davis Hollow, which said small tract was also enclosed around with a fence constructed by the defendant, similar to the said other exterior fences, separating said

Davis Hollow from the balance of said tract, and said fence so constructed around said Davis Hollow was joined to said exterior fences on either side of said Davis Hollow in front, on Larkin street, thus forming a perfect inclosure of the whole of said Beideman tract, as described in the said complaint and exhibit, excepting therefrom the said tract of Davis Hollow.

This deponent further saith, that none of the lots referred to in the exhibit A, as offered for sale by the defendant, are included within the said tract of land herein called Davis Hollow, and above described.

And deponent further saith, that the Beideman tract of land as above, and as in said complaint referred to, from said month of October, 1854, up to the first day of January, 1856, inclusive, and from thence to the month of July, 1855, continued to be so substantially fenced, improved and enclosed, as herein above set forth, and from thence to the present time has remained substantially enclosed; and the said Beideman was, during all of said time, by himself, his tenants, lessees and employees, in the actual possession, exclusively and peaceably, of the same and every part thereof, save as to said Davis Hollow, as aforesaid, and a few lots of land on said tract from time to time sold to purchasers, which said lots are shaded in said exhibit B, and are not included in said exhibit A,—a portion of which lots so sold were and are now in the possession of said purchasers, who have made improvements thereon.

Deponent further saith, that for the purpose of providing egress and ingress to said tract, and the divided portions thereof, and for the convenience of defendant, his tenants, employees and lessees, on said tract, the said defendant caused, during the said year 1854, to be constructed at convenient distances on said exterior and interior fences as aforesaid, seventeen large and substantial farm gates, which were, under the superintendence of the deponent, kept under lock, to prevent the use of said tract by any other persons than the occupants as aforesaid.

Deponent further saith, that during all of said time, to wit, from July, 1853, to the present time, except said temporary absences, he, as such agent of defendant, had the care, management and supervision of said tract, residing thereon, and with his family since the year 1855, and that he particularly devoted himself, under the express direction of defendant, to the inspection and keeping in good order all of the aforesaid fences, and during all of said time, to wit, in 1854 and 1855, the said exterior and interior fences were always kept in permanent and substantial condition and repair.

Deponent further saith, that during the years 1854 and 1855, he sowed with oats and barley, different and large portions of said tract, as described in said complaint and exhibits A and B, for the purpose of pasturage. Deponent saith that at the time he first went on said land for defendant, in 1853, Messrs. Roberts and Potter, of whom defendant purchased, had a homestead house on said land in which said Potter lived, which house, together with the land, was then under lease to one Andrew Ruff, as tenant of said Roberts and Potter; that said Ruff continued and remained in possession of house and land as the tenant of defendant, and attorned to him; that a lease was subsequently executed by said Beideman to said Ruff for a portion of said tract for the use of his stock. Defendant saith that in the year 1853, and after he so went upon said land, the defendant also leased to Messrs. Pettit and Chutt, another portion of said tract, upon which said tenants erected a house, and the said Pettit has from that time to the present, resided thereon with his family, holding and claiming under the defendant.

Deponent further saith, that during said year 1853, and after he so went upon said tract, the defendant also leased a large portion to George E. Davis, who used the same for the purpose of grazing of his cattle; he the defendant sold to one Richard Aanson, a small piece, who was then in possession of the same; that the defendant also sold to one Wensinger, yet another portion of said tract, described in the complaint, and delivered the possession thereof to him, on which he erected a house.

Deponent further saith, that the defendant sold to J. B. Moore and R. A. Merrill, another piece of said tract of one hundred and twenty feet by five hundred, upon which they erected a house, and said Morse and Merritt also leased from the said defendant, in the month of September, 1853, another piece of land adjoining said piece so sold to them.

Deponent further saith, that in the month of July, 1854, the said defendant leased to James Clark, another portion of said tract; that said Clark used, improved and occupied the same for the purpose of carrying on a milk dairy, which he was then conducting.

Deponent further saith, that about the year 1854, the defendant sold to Messrs. Hurbut and Dodge, two pieces of said tract, the said Hurbut and Dodge taking possession of the same under the defendant, and erecting improvements thereon, and using the same for a hog ranch; that the said Hurbut and Dodge have remained thereon up to the present time; that in the month of August, 1854, the said defendant leased to the said Hurburt and Dodge, another piece of said tract adjoining the parcels so sold to them.

Deponent further saith, that during the fall or summer of 1853, W. M. Piper erected a small house on the so-called Piper tract, and subsequently said Piper's brother resided in the same; that after the purchase into as aforesaid, by the defendant of said Piper tract, and after same was so inclosed by the defendant, as hereinbefore set forth, Piper and the defendant, in the month of September, 1855, leased a small piece of said land to one George Tansfield; that said Tansfield built a small house thereon and sunk a well, and erected pens for his hogs, and pursued thereon the business of hog ranching for several years thereafter, and his family now reside on said leased portion of said tract.

Deponent further saith, that early in the month of July, 1854, the defendant then having some stock on said tract, purchased of Joseph B. Wells, sixteen milch cows, paying therefor about eighteen hundred dollars, and also purchased the necessary equipments for a milk dairy, to be carried on on said tract; he also enlarged the stable and sheds erected thereon, and engaged in the regular business of a milk dairy, of which this deponent had the supervision, all of which was conducted on said tract; that in the month of November, 1854, the defendant purchased five more milch cows, and in a short time thereafter, leased to deponent and one O'Brien and Garvey, the land, milk fixtures, equipments and stock, with the right to use the otherwise unappropriated portions of said tract referred to in said complaint, for the purpose of carrying on said milk ranch and dairy, which said business was carried on on said tract of land up to and long subsequent to the first of January, in the year 1855; and in the year 1856, the last payment was made for the purchase of said stock, and said parties became the owners thereof; said business being then carried on on said tract, and was so carried on for some time after, the said parties, in the meantime, having increased their stock by purchasing thirteen more head of cows.

Deponent further saith, that in the years 1854 and 1855, and prior and subsequent thereto, the said defendant, for a great portion of the time, resided on said land; that about the month of July, 1855, the defendant built another house for his own use on said Beideman tract, which he used and occupied. Deponent further saith, that during the whole time from the year 1853 up to the present time, deponent has resided upon said land, except when absent as herein set forth, as the agent of said Beideman, and that during the whole of said time the said Beideman has remained in the actual and exclusive possession of said tract of land as herein described and set off, and controlled and used the same.

Deponent further saith, that he is familiar with the expenses created and made by said Beideman for the improvements—fencing, building, etc.—upon said tract of land described; that said Beideman, in the years 1853 and 1854, and up to the month of July, 1855, expended, to deponent's knowledge, more than ten thousand dollars in cash in and upon the same, and has since said last mentioned time expended large amounts of money in and about improving and keeping in order the said promises.

Deponent further saith, that during the present year of 1860, said defendant has, under the supervision of this deponent, caused a fence to be erected around nearly every block in said exhibit A, referred to and attached to the complaint.

(Signed) MERRITT WELTON.

Sworn to before me, this eighteenth day of October, 1860.

SAM'L HERMANN, Notary Public.

DECISION OF THE SUPREME COURT ON THE FOREGOING CASE, RENDERED JANUARY, 1861.

The City of San Francisco vs. *Beideman.*—This was a bill filed by the plaintiff below, respondent here, to enjoin a sale by the defendant of a tract of land which the plaintiff claims, and which is in possession of the defendant. The County Judge granted the injunction prayed for, and, on motion, refused to dissolve it. From these orders the defendant appeals.

The bill shows no equity upon its face. It is not a bill to quiet title, under the 234th section of the Practice Act, because the plaintiff does not show itself in possession. It is not a bill to remove or prevent a cloud upon title, because no cloud can be created according to the statements of the bill. (Curtis *vs.* Sutter, decided at the January term; Pixley *vs.* Huggins, 15 Cal.)

Nor can the bill be maintained upon the ground of the prevention of a multiplicity of suits. A single action of ejectment would determine the whole title. All the tenants can, under our practice, be sued together, and the right of the plaintiff fully vindicated in a single suit. No new embarassments or troubles could arise from sales by Beideman *pendente lite*, for, by filing a notice of *lis pendens*, the subsequent purchasers would be mere volunteers, whose rights would be as conclusively fixed by the judgment against Beideman as if they were parties to the litigation upon the subject of which they intrude.

Not upon the ground of a trust. We see no sufficient evidence that this land was ever conveyed by the city in trust for her creditors; but if this were the case, and it were further true—which is not conceded—that the trust alleged was a portion ef a contract, or so connected with the obligations of a contract, as that the property was unalterably fixed by that disposition of it; still, this assumption would not aid this bill. For, in the case supposed, the city of San Francisco would still have the equity of redemption at least, and could dispose of the subject of the trust, with the assent of the Legislature, subject only to the rights of the creditors or their trustees; or the Legislature, as the paramount political authority, could authorize or make such disposition. (See Hart *vs.* Burnett, 15 Cal.; People ex rel. O'Donnell *vs.* The Supervisors, 11 Cal., 206; Payne and Dewey *vs.* Treadwell, 16 Cal.) But the title thus disposed of would go to the grantee, who would hold the land, subject only to the trust. Until it became necessary to enforce the trust, or to apply the trust property to its purposes, there is no pretense of any right to an interference on the part of the city, with the use of the property or its possession by the grantee.

We may remark, that we have never held that a voluntary appropriation, by public Act, of property, or the proceeds of property, by a municipal body, when such appropriation is not associated with a contract as a part of its obligation or sanction, removes such property or proceeds from the control of the body or the Legislature, or that the terms of the act making the appropriation are unalterable. The cases of Bond *vs.* The Supervisors, (10 Cal.) and those affirming the same principle, were put upon the express ground that the acts of appropriation entered into and became a part of a contemporaneous contract, and therefore fell within the constitutional prohibition, which forbids an impairing of the obligation of contracts. But, generally, a provision, whether made by a State or a corporation, to meet its debts or its engagements, may be regarded as only a means of executing its own policy or transacting its own business, and may be altered or repealed at pleasure. In other words, such an arrangement is not a contract, but a mere legislative regulation.

But, even if we were mistaken in this view, it is impossible for us to see how the order of the Judge below can be sustained. We have affirmed repeatedly, and in the most solemn forms, the validity of the Act of 1858, giving effect to the so-called Van Ness Ordinance. We adhere to our conclusions upon that question. It is not for us to speculate upon the policy or impolicy of those acts. We are not responsible for the acts of the city or the Legislature. We must give effect to them, when no constitutional objection exists, according to their true intent and meaning, as they are to be deduced from the recognized rules of interpretation. We can have no doubt as to the meaning of the Ordinance. The language is too plain to need the aid of cotemperaneous understanding.

When the Act says that "the city of San Francisco relinquishes and grants all the right and claim of the city to the lands within the corporate limits, to the parties in the actual possession thereof, by themselves or their tenants, on or before the first day of January, 1858, and to their heirs and assigns forever," and no limitation of the quantity of the land so possessed is made, we cannot add such limitation, unless we had the power to make the ordinance conform to our view and notions, instead of determining what the city and the Legislature have done. All that is necessary for a claimant to show, in order to entitle him, as against the city, to hold land within the limits, is to show that he was in actual possession of such land on the first day of January, 1855.

It is not necessary to define what constitutes an actual possession within the meaning of this ordinance; indeed, it is almost impossible to give a definition which would apply to, and cover all claims within the meaning of the ordinance and include none which do not so come. When we look into the various proofs of this case, in the shape of affidavits, we have no hestitation in concluding that the weight of the testimony does show such a case on the part of the defendant as would bring him within the ordinance, and authorize the dissolution of the injunction. An actual inclosure, the defendant residing or having tenants and a dwelling within it, the continued claim to the property, holding a deed purporting to convey the title, selling a portion, using a portion for a milk ranch or other agricultural purposes, the laying off of the property into lots, making leases, and the occupation of tenants, fencing in smaller portions of the tract, and repeated acts of dominion over different parts of it—these acts, continued or done at intervals for a series of years, would seem conclusive of the fact of actual possession, and would not be rebutted by the mere fact that occasionally an exterior fence was out of repair, or that it was not always sufficient to prevent forcible intrusion into the premises by persons or cattle; nor would it be rebutted by an occasional trespass upon small parcels of the tract committed by persons setting up no title save that of mere entry and possession.

We do not mean to say that any of these acts—much less that an inclosure only sufficient to mark a line of boundary—would be enough; nor that even a substantial enclosure which might, at the time of making it, have been sufficient to keep out men or cattle, would alone be sufficient, if the party making it did nothing more, and especially if he abandoned or never lived on the premises, or made no improvements, or indicated no purpose of occupation by himself or tenant; but this is not the case here, and it is not necessary to pass upon such a question. We think, however, a concurrence of all the acts to which we have made reference does bring the case within the principle, and the preponderance of the proofs is greatly in favor of this state of things. In this condition of the proofs, it would be doing great injustice to retain the injunction; for, if the city has any rights in the premises, she has a plain, speedy and adequate remedy in an action of ejectment, when the proofs can be regularly brought out in a mode much more satisfactory than by *ex parte* affidavits.

The orders appealed from are reversed, and the case remanded, with directions to the Court below to dissolve the injunction.

BALDWIN, J.

I concur: FIELD, C. J.

I concur in the view that the complaint does not disclose sufficient equity to authorize an injunction, and I deem it unnecessary to express any opinion upon the other questions referred to by Mr. Justice Baldwin. I do not understand that there is any controversy as to the validity of the Van Ness Ordinance, but it is proper for me to say, that I regard that question as definitely settled by the previous decisions of this Court.

COPE, J.

OPINION OF MESSRS. SHAFTER & HEYDENFELDT.

San Francisco, Jaunary 31st, 1861.

J. C. Beideman—Dear Sir: You have requested us to give our opinion with regard to the validity of your title to the lands advertised by you for public sale on the second day of February, 1861. Your title rests upon the Van Ness Ordinance and the Acts of the Legislature confirming it, and we consider your claim under it to be a fee simple estate in the lands in question, and is withdrawn from the reach of successful controversy forever.

The Supreme Court, in Hart v. Burnett, affirmed the validity of the Ordinance, and in Payne & Dewey v. Treadwell, adjudged the same point in the same way.

In the case of the City and County of San Francisco vs. yourself, but recently decided, the same point was readjudged by the same tribunal and with the same result.

This last case is particularly valuable, inasmuch as it fixes the true construction of the Ordinance, and determines that each of the settlers referred to therein is entitled to all of the lands of which he was actually possessed on the first day of January, 1855, and thereafter to the twentieth day of June of the same year, irrespective of all considerations of *quantity*. It was furthermore found by the Court, as a fact on the proofs before it, that you were satisfactorily possessed of all the lands embraced in your advertisement at the dates named.

We close with a reiteration of our opinion that your title in fee simple absolute to all the lands herein referred to, is perfect, and is now placed beyond the reach of successful challenge.

Yours, very respectfully,

SHAFTERS & HEYDENFELDT.

The following is a list of the names of persons now holding conveyances from Mr. Beideman for portions of the Beideman tract, including those who have received deeds for purchases made at the sale of Februay 2, 1861.

John Q. Piper,
J. J. Williams,
Wm. J. Shaw,
J. S. Allemany, M. R. A.,
Robert C. Page,
Henry F. Williams,
Henry Fortune,
H. N. Pettit,
John Nugus,
Hiram Hurlburt,
J. A. Gilbert,
R. G. Reyes,
Wm. Rabe,
Elizabeth Clark,
Wm. A. Cornwell,
Henry Hale,
H. L. Barry,
L. G. Manning,
M. L. Snyder,
Ambrose Cornwell,
Trustees Ladies' Relief Soc.
E. V. Hathaway,
R. P. Ashe,
Wm. Winter,
A. E. Montgomery,
Wm. H. Barr,
W. C. Pitman,
Benjamin Scloss,
D. H. Davis,
Henry Cromer,
James Haley,
Felix Gunn,
James L. Meyers,
M. Lansenberg,
W. S. O. Brian,
A. H. Daschier,
J. I. Walters,
L. & N. Mann,
John Ward,
W. R. McKee,
George Wilkins,
I. N. Thornton,
John Nugent,
Edmund Randolph,
Chas. A. Sumner,
D. Page,
J. M. Merrill,
John Robbins,
Patrick Garrott,
H. S. Dodge,
J. A. Van Bokkelin,
H. L. Gibbons,
A. Gibbons,
Nicholas Swain,
James J. Bryant,
Chas. Clement,
Mary T. Floyd,
William Hays,
Eleanor Hale,
Samuel H. Brodie,
A. Zeigleneyer,
Nicholas Hayman,
F. S. Wesinger,
Hugh Duffy,
Robert Meyerhoff,
R. Walff,
Wm. Heuefner,
William Larkin,
Richard Morgan,
James M. Conway,
Peter J. Evans,
James Phelan,
T. R. Hayes,
Moses Meyerfield,
Solomon Lang,
Robert Hereford,
Michael Egan,
Louis Geneve,

John Prentz,
Charles Meyer,
Merrit Welton,
A. Georgini.
Wm. V. Wells,
Jacob Robinson,
Martin Peck,
Robert Meyers,
J. Landsberger,
James Adams,
Patrick Mc Donough,
Edward Jellings,
Theodore Meetz,
W. Schleiden,
F. L. A. Pioche,
Arrington & Shipley,
C. D. Evers,
Morton Fenwick,
S. W. Dick,
Alexander Farnes,
Thomas Day,
Dan Sweeney,
R. M. Brangon,
Lawrence Pitt,
S. L. Parker,
P. L. Weaver,
Henry R. Curtis,
Charles Main,
Ezra H. Winchester,
J. D. Peirson,
John Quinn,
John Andrews,
Eugene Hagan,
Nicholas Becker,
Solomon Eckstein,
Edward Kelly
George Fahrback,
A. Maraski,
T. F. Potter, Jr.
R. Beverly Cole,
Michael Derniody,
Issack Kohn,
J. S. Buck,
John G. Frisch,
I. L. Winnia,
J. Dickson,
E. C. Colby,
P. Keogh,
Irwine Howard,
Patrick Cummins,
N. J. Aldrich,
M. Byrne,
G. W. Blake,
George W. Armes,
L. Mondy,
James Crooks,
Gabriel Berger,
Alic Martin,
Francis Ready,
Paul Fluery,
John Regan,
Joseph Becker,
H. B. Platt,
Catharine Bolton,
Gustave Collins,
H. Freeborn,
Aron Brewer,
Louis Swain,
Theodore O'Donnell,
T. M. Neuman,
Oliver Welch,
Bernard Kenedy,
Sarah Tafts,
Luco Descalso,
Benard Geraghty,

San Francisco, March 23, 1861.

25.08/ 15

T

MERITS

BY

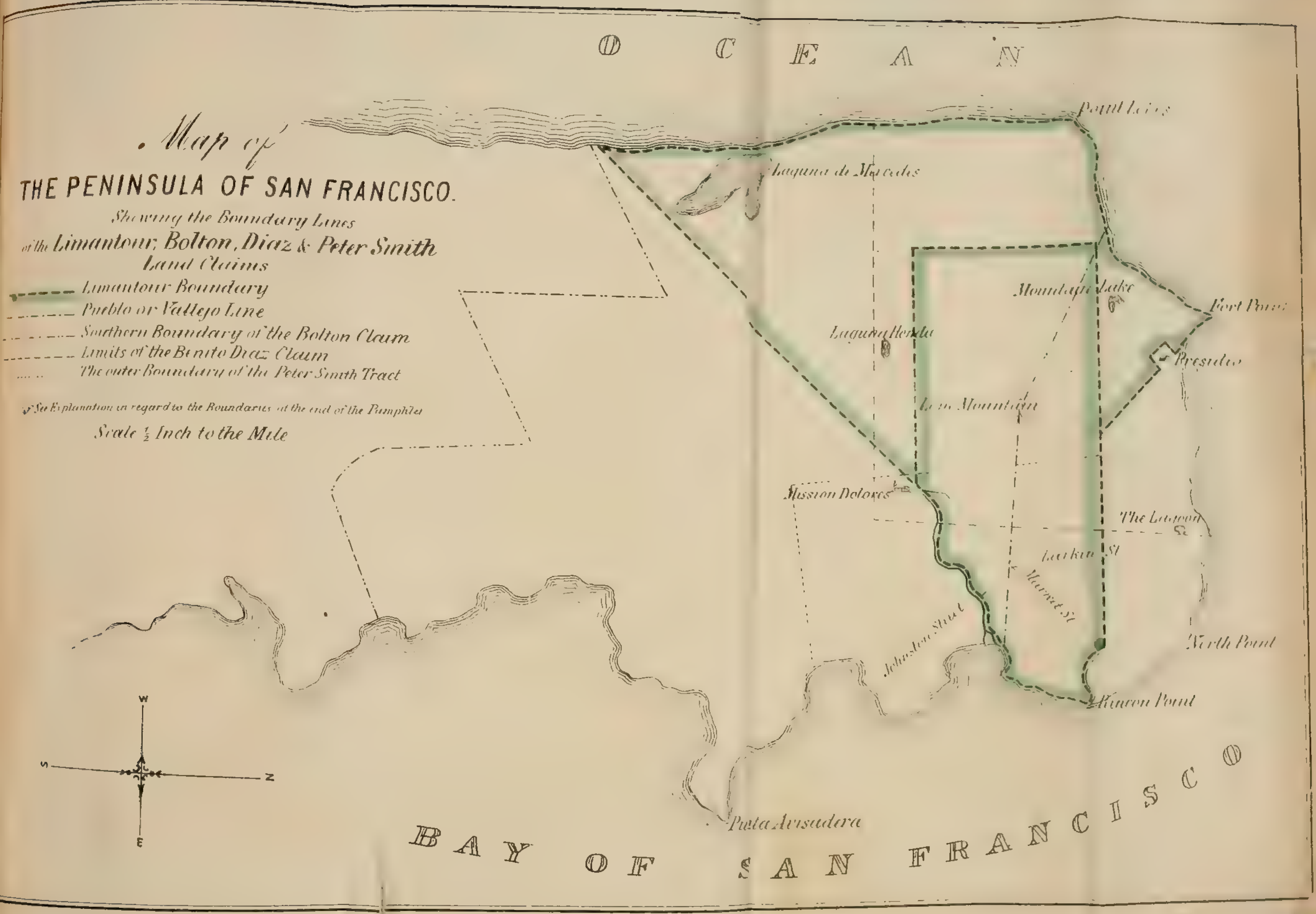
TOUR

LAND,

ancisco.

R STEAM PRESSES,
GOMERY.

25.08



Map of THE PENINSULA OF SAN FRANCISCO.

Showing the Boundary Lines
of the Limantour, Bolton, Diaz & Peter Smith
Land Claims

- - - - - Limantour Boundary
-.-.-.- Pueblo or Vallejo Line
-..-..- Southern Boundary of the Bolton Claim
- - - - - Limits of the Benito Diaz Claim
.... .. The outer Boundary of the Peter Smith Tract

☞ See Explanation in regard to the Boundaries at the end of the Pamphlet

Scale ½ Inch to the Mile

OCEAN
Point Lobos
Laguna de Mercedes
Mountain Lake
Fort Point
Presidio
Laguna Honda
Lone Mountain
Mission Dolores
The Lagoon
Larkin St
Market St
Johnston Street
North Point
Rincon Point
Pnta Avisadara
BAY OF SAN FRANCISCO
W
S
N
E

25.08/ 15

A BRIEF STATEMENT

OF THE

MORAL AND LEGAL MERITS

OF THE CLAIM MADE BY

JOSÉ Y. LIMANTOUR

TO

15,000 ACRES OF LAND,

IN THE

City and County of San Francisco.

BY JOHN S. HITTELL.

SAN FRANCISCO:
WHITTON, TOWNE & CO., PRINTERS, EXCELSIOR STEAM PRESSES,
151 CLAY STREET, NEAR MONTGOMERY.
1857.

PREFACE.

I HAVE carefully examined the testimony in the case of José Y. Limantour, claimant to fifteen thousand acres of land in and near the city of San Francisco, and am satisfied that the judgment of the Board of United States Land Commissioners, confirming this claim, will, in all probability, be affirmed in the United States District Court and by the United States Supreme Court; that, as a matter of law and evidence, the claimant has a right to such confirmation and affirmation; that his claim is good and valid on its moral merits as contradistinguished from the legal; that it is the interest of the people of San Francisco to have a clear understanding of the case; that the conviction in the public opinion of California that the claim is a forgery and that all the principal witnesses are perjurers, is without good foundation, and very unjust; and that the final confirmation of the claim will not be so prejudicial to the interests of our city and citizens as has been generally supposed. And I think I can convince all impartial and reasonable men, who see fit to read this pamphlet attentively, that these conclusions are right.

There certainly should be a desire among the people to know the truth in regard to the claim. The Limantour suit is one of the most important now in progress in the world,—the land in question being about twenty-five square miles, a considerable part of it lying in the present business portions of the city, and far more lying in what will be the heart of the city in twenty years more; the whole tract being variously valued at from $5,000,000 to $10,000,000, and rapidly increasing in value. And should it appear after all that the claim is a fraud, and the witnesses perjured, I do not hesitate to say that it will be the most remarkable case of the kind to be found in the records of jurisprudence.

I do not propose to discuss the questions, whether it is consistent with the fundamental and abstract principles of justice that one man should be able to accumulate more property than falls on an average to a hundred thousand of his fellow-citizens, or whether it is beneficial to the interests of the State that one man should possess such a disproportionate wealth. We live under laws which we ourselves have enacted, and by which we are bound, in honesty and honor, to be governed until we give fair notice of their abrogation, and of the institution of a new order of things. By the enactment of those laws, we have promised, in general terms, to respect the rights of property acquired under them; and by these laws we have promised in special terms to respect and protect the title to property in California acquired under the Mexican dominion, and valid under the Mexican laws.

The purpose of this pamphlet is to present briefly the main points of the moral and legal merits of the Limantour claim, and of the pecuniary interests involved in it. Much matter interesting to the general reader might be obtained from the history of the case, and the testimony on record relating to it; but I have sought to avoid everything which does not bear directly and with weight on the practical questions of the law and the profits. Those, who after glancing over this pamphlet, may wish to look further into the testimony, will find it all printed and bound in the Mercantile Library of this city; but as the volume is a large one (of about five hundred pages) containing much irrelevant testimony, with comparatively little evidence scattered about irregularly and not easily found, it is likely that most readers will obtain little satisfaction from the book without the assistance of this abstract. A number of witnesses are yet to be examined on both sides, and months or even a year may pass before the closing of the case; but the remainder of the testimony will be published in the newspapers, and its force can be easily understood, with the exposition here given of the evidence heretofore taken.

In giving the testimony, it is arranged for and against the claim, beginning with the most important witnesses, and without regard to the order of time in which the depositions were taken.

San Francisco, Oct. 9th, 1857. J. S. H.

INTRODUCTION.

Jose Yves Limantour is a native of Brittany in France, where he lived until mature manhood. He went to Mexico in 1831, and after having followed the profession of a trader and merchant in various parts of the Republic, he started, in 1841, with a small schooner to trade along the coast of California. In October of that year he entered the Bay of San Francisco, but left his schooner a wreck on the Punta de los Reyes. He remained nearly a year at the pueblo of Yerba Buena—which has since then grown to be the city of San Francisco,—and thus had an excellent opportunity to see the country in its vicinity. While here, a vessel belonging to the Hudson's Bay Company came into the harbor, bringing with it Mr. Duflot de Maufras, then an agent of the French Government and now an author of high reputation in France. This gentleman met Mr. Limantour and advised him to obtain land here if possible; saying the time was not very far distant when the land about the Bay of San Francisco would rise greatly in value. In January, 1843, Mr. Limantour entered the Bay of San Pedro with another small schooner, obtained from General Vallejo, and named the "Fanny," after that gentleman's eldest daughter. At San Pedro he received a letter from Gov. Micheltorena, then at Los Angeles, soliciting him for money. Limantour supplied him with money and goods and in return obtained a grant of a large amount of land adjoining the pueblo of Yerba Buena; and he took the precaution of having the grant approved, in the course of the same year, by the Supreme Government (then clothed with absolute power) at Mexico, whither he went soon after obtaining the grant. He returned to California in 1844, and again in 1847. This last visit was not without its dangers. Col. Fremont was told that Limantour had brought a cargo of arms for the use of the native Californians, and sent an express to Commodore Biddle who despatched the U. S. Sloop of war *Warren*, after the French gentleman. The *Warren* caught Limantour at San Pedro, but when the Americans got aboard there were no arms or ammunition to be found, and Limantour escaped with an uninjured neck, but very considerably frightened. He soon after returned to Mexico. There he was wealthy, had high credit with the wealthiest banking houses in the country, was in favor with the highest officials of the Government, and was able to make a great deal of money. He was then worth about $300,000 in hard cash, and was making about $30,000 per year, clear of all expenses.

When the Government was in the greatest want of money, about the time of making the treaty of Guadalupe Hidalgo, Limantour was the first great capitalist to assist it. On the 14th June, of that year, a law was passed to put a stop to all payments by the Government, and about October a special and exceptional law was passed for Limantour's benefit, providing that he should be paid $180,000,—that he, a foreigner, should be the first and most favored creditor of the nation. Of course Mr. Limantour, as a great capitalist, had access to the highest society of Mexico, and it was probably merely by virtue of his wealth that he became acquainted with Gen. Persifer Smith who, in 1848, gave him a letter of introduction or recommendation, to Gov. Mason—Limantour having some thought at that time of coming to California. But the great importance of his business in Mexico, and the supposed inferior importance of his business in California—for, as he says, he did not believe, in 1850, that his land was worth more than $50,000 or $60,000—a knowledge of the disorderly state of society in California, and the want of the luxuries of life there, to which he had been accustomed, induced him to remain where he was. Besides, his mother, then very aged, and a widow, wrote, begging him to come home and see her once more; and so he went in October 1850, and returned in July 1851; and after staying about sixteen months in Mexico, he arrived in San Francisco in November, 1852.

His claim was presented to the Land Commission on the 3d February 1853, and was received by the press and the public with such charges of fraud and forgery as might have been expected under the circumstances. The people of San Francisco, as a body, had never heard of Limantour or his claim, and taking it for granted that if he had really had a good title to the land he would not have remained away, for four long years, and have neglected to appoint an agent to attend to his interests, or even to give notice through the papers that he laid claim to a large tract of land which was an important portion of the world-famous city of San Francisco, they presumed the claim to be a fraud and the claimant a forger; and the presumption freely declared through the newspapers was soon received as a fact reasonably proved, and the public opinion has remained fixed from that time to this—more than four years and a half.

Gen. James Wilson, principal attorney for the claimant, took his testimony without haste, as the witnesses were convenient, and at the end of 1853 was ready to submit the case. In the beginning of 1854 he published a pamphlet of eighty pages, containing a translation of the petition and title and certificates of the genuineness of the signatures by the chief clerk of the Mexican Ministry of Foreign Relations, and copies of the depositions of Jimeno, Gomez, Richardson, Hartnell, Abrego, Arce and Prudon. But the attorneys for the United States were not ready to submit the case, nor were they ready for two years after that date, and asked further time which was granted, until at last the patience of the Commission was exhausted, and they confirmed the claim on the 22d January, 1856—three years after the beginning of the suit. To justify the confirmation, they delivered a long and elaborate opinion, reviewing the whole evidence, and declaring that its weight is "decidedly with the claimant," Thompson agreeing with Felch who wrote the opinion. Up to this time the theory of those opposing the claim, was that the signatures of Bocanegra and Micheltorena were forged, and the opinion of the Board shows that they had heard no other ground of defense. But about two months after the delivery of the opinion, Mr. Jouan, an open enemy of Limantour, who almost from the commencement of the suit, had declared the claim to be fraudulent, came forward and testified that the title was written at Mexico in 1852, and that Micheltorena and Bocanegra were parties to the fraud.

In July 1856, S. W. Inge, formerly U. S. District Attorney in San Francisco, was in Mexico, and made arrangement on behalf of the U. S. Government, with Messrs. Jacomet and Cripps—witnesses who were expected to corroborate the testimony of Jouan—to come to San Francisco, and bear witness in the case; the former to receive $13,000 and the latter $10,000 in consideration of such coming. In December Jacomet appeared in San Francisco and gave his testimony, corroborative of that of Jouan, and to the effect that the title was forged in 1852, at Limantour's house in Mexico, having been written by Mr. Letanneur, and signed by Micheltorena and Bocanegra. It happened that Letanneur was then in San Francisco, and he was soon before the Grand Jury of the county, and there he confessed, or it is alleged that he confessed, the whole crime.

It was now supposed by the public that the whole fraud was discovered, and effectually foiled, and that the witnesses, who must have been perjured, would flee or confess their crime. Limantour himself was indicted for forgery and perjury, arrested and imprisoned. He was let out on giving bail for $35,000, and when soon after he went off to Mexico it was supposed that he was lucky to get off so easily, and that he would be careful not to show himself soon again in San Francisco. And yet in a few months after—that is in July, 1857—he again appeared, bringing with him two high Mexican officials; one congressman from California in 1844 and 1845, the other judge of the Superior Court of Mexico;—the former to testify directly to the genuineness of the grant having been made at the alleged date, and the other to testify that Jacomet had committed perjury. These witnesses were followed by eight others (and more a coming) who swore to having heard of the grant and its boundaries, from various sources and at various times from 1844 till 1850. All these witnesses, aware that the whole " fraud " had been shown up, came forward to testify in its favor with unblushing confidence—to mend a bursted bubble—knowing well the powerful interests and the legal tact and ability opposed to them, and the severity of that great Vigilance Committee which has made itself world-famous by administering justice and bidding defiance to legal and constitutional formulas. And these people who came forward to turn a confessed falsehood and fraud into a true and honorable transaction, were mostly persons of known respectability and intelligence, whose testimony the U. S. District Attorney has made no attempt to impeach.

Such is the position of the case now. Letanneur is here and, as I am told, is ready to testify that he knows nothing of any forgery; that when before the Grand Jury he thought himself before the Vigilance Committee, thought his last hour nigh, was in great terror, that he was reported to say things which he did not say, and that whatever he may have said, all that implied any knowledge of forgery or fraud about the Limantour title is false.

When a remark was made to Limantour about the absurdity of his conduct—he, a shrewd and successful and very wealthy business man—in coming to San Francisco, after the whole fraud of his title had been exposed, and when he was under indictment for great crimes, when the people were greatly excited against him, while the Vigilance Committee were still in possession of the actual if not of the nominal power, he replied that his conduct was very foolish if he were guilty of the alleged fraud, but was not foolish at all if he were innocent; and he added: " Je voudrais mieux etre pendu, que passer pour faussaire,"—" I would rather be hanged than pass for a forger." And under the circumstances these were not empty words.

In 1853, 1854 and 1855, Messrs. Chittenden and Simpson were associated with Gen. James Wilson, as attorneys for Limantour; since 1855, Messrs. Whitcomb, Pringle and Felton are associated with Gen. Wilson. Felton and Whitcomb attend to the case in the courts, and Wilson superintends the compromises and general management of the claim. The attorneys against Limantour are Peter Della Torre in behalf of the United States, William Blanding on behalf of the city of San Francisco, and J. J. Williams on behalf of the adverse property holders.

WHAT THE CLAIMANT AVERS.

The attorneys for the claimant aver that Limantour was in Los Angeles in January 1843; that Micheltorena was there, in great want of money, and applied for aid to Limantour; that the latter furnished it; that he then asked for a grant of vacant land at Yerba Buena; that Micheltorena directed his Secretary, Jimeno, to inquire whether the land was public property; that Arce, Sub-Secretary, wrote a letter and Jimeno signed it and addressed it to Richardson, then Captain of the Port of San Francisco, making such inquiries; that within a few weeks afterwards Micheltorena ordered the title to be issued as prayed for; that the title was made, and signed by Micheltorena; that it was approved at Mexico by the General Government, acting by the hand of José Maria Bocanegra, then Minister of Foreign and Domestic Affairs; and that all these acts were done in the year 1843.

THE TESTIMONY IN FAVOR OF LIMANTOUR.

§1.—Jose Maria Bocanegra.—Bocanegra was Minister of Foreign and Domestic Relations in 1843, and as such, had the supervision of the matters relating to Colonization and grants of land, belonging to the General Government. He is still alive and says the Limantour title is good. He has not made deposition in this case, but his signature giving the approval of the Supreme Government to the grant is admitted to be genuine, though the opponents of the claim say the title was forged in 1852, and the signature was then placed on it by Bocanegra, who was a party to the fraud.

§2.—Manuel Micheltorena.—Micheltorena was Governor of California in 1843, at the time the grant purports to have been made and his signature is found as that of the grantor on the title. He has not appeared as a witness to depose in the case, but his signature is admitted to be genuine,—the opponents of the claim asserting that he also in 1852 signed the title just then forged.

On the 20th May, 1852, Micheltorena gave Limantour a certificate that he had made various grants of land in California to him in the years 1843 and 1844; and the Chief Clerk in the Mexican Ministry of Foreign Affairs certified to the genuineness of the signature on the 29th October, 1852.

§3.—Manuel Castanares.—Don Manuel Castañares was Collector of Customs at Monterey, in 1843, and in that capacity was called upon to sign the stamped paper used in making petitions and grants for land. He has made deposition in this case. He testifies that his signature or flourish on the Limantour grant is genuine, and was made in 1843. He testifies also that in 1844, he was deputy from California to the Mexican Congress, and intended, in that capacity, to bring in bills to remove the Custom House from Monterey to San Francisco, and to establish a Naval School, and a Navy Yard at the latter place; but on speaking of these projects to Limantour, the latter showed his titles to a large tract of land in or adjoining the town, and to the islands in the bay, whereupon, since the possession of such lands by a foreigner would give too great facilities for smuggling, he (Castañares) abandoned his schemes. He recollects distinctly, that in Limantour's title to land at Yerba Buena, the land granted was described as extending from Rincon Point to Mission Creek. In February, 1843, the witness received a letter from Micheltorena, stating that he had received some money on account of the Government, from Limantour, and asking him, Castañares, to write to Santa Anna (President) Tornel (Minister of War) and Bocanegra (Minister of Foreign and Domestic Affairs) to solicit them to approve the grants of land made to Limantour in consideration of his supplies of money, and Castañares, being on intimate terms with those high officials, made such request of them, though he did not then know what the grants were. In December, 1843, he received replies from the persons to whom he had written, saying that his request had been complied with.

§4—Manuel Jimeno.—Manuel Jimeno was Secretary to Governor Micheltorena, in January 1843; and knows that Micheltorena obtained some merchandize from Limantour, there and at that time; and Limantour asked for a grant of land at Yerba Buena, and he, as Secretary, wrote to some officials—he does not recollect whom—asking whether the land petitioned for was vacant. He left Los Angeles, while Micheltorena and Limantour were still in negotiation, and does not know whether the grant was made, and never heard Micheltorena or Limantour say it had been made.

§5.—Francisco Arce.—Francisco Arce was Chief Clerk in the office of the Territorial Secretary, in January 1843, and in that capacity and at that time wrote a letter to Wm. A. Richardson, Captain of the Port of San Francisco, inquiring whether the land described in the petition of Limantour, was public property. This letter was signed by Jimeno. It was a matter of common notoriety, that Limantour was then furnishing money, goods and provisions to Micheltorena, for the use of his troops.

§6.—Wm. A. Richardson.—Wm. A. Richardson was Captain of the Port of San Francisco, from 1835 till 1844. He knew Limantour. The letter purporting to have been addressed by Jimeno to Richardson, asking whether the land asked for by Limantour was vacant, was identified by Richardson as being genuine, and as having been received by him, in January 1843 ; and he testified that he had replied to it, saying the land was vacant. Shortly after this correspondence, De Haro told Richardson that Limantour had got a grant of the land ; and in 1844 and 1847, when Limantour was in Yerba Buena, Ridley told Richardson that Limantour was making a great fuss about his lands.

§7.—José Abrego.—José Abrego was Commissary under the Administration of Micheltorena, in 1843, and, in that capacity, all Micheltorena's accounts passed through his hands. From them he knew that Limantour furnished goods to the amount of $70,000 or $80,000, to Micheltorena, from 1843 to 1845, and was repaid principally by drafts on Mazatlan or Mexico ; but for $6,000 or more, he received payment by grants of land in Upper and Lower California ; and he, Abrego, wrote a certificate about March 1843, in the name of Micheltorena, stating that he had received this money, and had given such grants for it ; which certificate, was to be used, as Limantour said at the time, for the purpose of inducing the Supreme Government to confirm Micheltorena's acts in the premises.

§8.—Victor Prudon.—Victor Prudon was Lieut. Colonel in the Mexican Army, in January, 1843, and was at Los Angeles with Micheltorena. At that time Gov. Micheltorena was very short of funds, and sent Prudon to San Pedro with a letter directed to Limantour asking for money. He read this letter to Limantour ; and testified that the genuine and original letter is offered in evidence in this case. In discussing the letter of Micheltorena with Limantour, the latter said he intended to ask for a grant of all the vacant land at Yerba Buena. Prudon then translated into Spanish a petition from Limantour to Micheltorena, for the land at Yerba Buena, and he afterwards saw that petition, as copied by Limantour, with an order written on it by Micheltorena, directing that the title be made out.

§9.—Jose Rafael Gonzalez.—José Rafael Gonzalez testified that after Micheltorena arrived at Monterey, (in 1844 or 1845) he told him (Gonzalez) that he (Micheltorena) had granted a large tract of land at Yerba Buena, to Limantour, in payment for a debt due by the Government ; and he added that the grant had been approved by the Supreme Government at Mexico.

§10.—Vicente Perfecto Gomez.—Vicente Perfecto Gomez, was a Clerk in the office of the Secretary of the Territory, in February, 1843, and recorded the title of Limantour in a book. It was a matter of common conversation, at that time, among the officers under Micheltorena, that he had given the best port in the country to a

Frenchman. He, Gomez, in searching among the records in the office of the Records of Monterey County, in June 1853, accidentally found there the original petition of Limantour for this land, which petition is part of the evidence in the case now.

§11.—JOSE CASTRO.—José Castro, Governor of California, in 1834 and 1835, was told by Limantour in 1845, that he had a grant of land at Yerba Buena, and Limantour requested him to look at the title, but feeling no interest in the matter, he refused.

§12.—JUAN B. ALVARADO.—Juan B. Alvarado, who was Governor of California in 1842, heard before the American conquest, that Limantour had petitioned for grants of land "at the North," (near or beyond the Bay of San Francisco) and that some land had been granted or sold to him.

§13.—FLORENCIO SERRANO.—Florencio Serrano, Judge at Monterey in 1848 and 1849, saw there, among the Archives of the Government, a petition addressed to Micheltorena, by Limantour, asking for a grant of land at Yerba Buena, and on the petition was an order signed by Micheltorena, directing the title to be made out.

§14.—WM. STREETER, now a resident of Santa Barbara, testifies that in 1844, he was at Yerba Buena, and asked of Hinckley, then Alcalde, a grant of a piece of land between Rincon Point and the Mission Dolores, and Hinckley replied that Limantour owned all the land from the sand hills, near where Pine Street now is to Mission Creek.

§15.—JAMES KEENAN.—In 1843, and again in 1845, James Keenan, now a merchant of Butte City, Amador County, met Limantour in Mexico, and was told by the latter of his owning lands in California; and heard people making fun of him, calling him "King of the Goats," because of some land, covered with goats, which he claimed in California. In 1848, Keenan again saw Limantour in Mexico, and the latter spoke of his lands in California, mentioning Yerba Buena and Goat Island, as the places where his land was.

§16.—MRS. GREENHOW.—Mrs. Rose O'Neale Greenhow, widow of Robert Greenhow, late Associate U. S. Land Agent before the Land Commission, saw Mr. Limantour at Mexico, in 1850, and then heard him and her husband speak of his title to a large and very valuable tract of land at San Francisco; and she herself saw the title. The Secretary of the French Embassy in Mexico, introduced Limantour to her husband, and wished the former to engage the latter as his attorney and agent in land matters; and Mr. Greenhow then examined a number of titles to land in California, bought by Mr. Limantour; and spoke of them as very valuable, particularly the Yerba Buena title.

§17.—Louis Bonvalot.—Louis Bonvalot, formerly a merchant, and now a money-lender of San Francisco, testifies that he was in the city of Mexico in 1849, and heard Limantour say, that according to report the Americans were building on his land at San Francisco.

§18.—Claudius Fricon.—Claudius Fricon, now a resident of Stockton, was in Mexico in 1847 and 1848, and in one of those years had a conversation with Limantour, wherein the latter spoke of his title to land at Yerba Buena and the Mission, and showed his title to Fricon, who did not examine it, feeling no interest in the subject.

§19.—Armand Guyol.—Armand Guyol, a native of St. Louis, Mo., a resident in San Francisco since 1852, a notary public in 1854 and 1855, and the sheriff's book-keeper in 1856 and 1857, heard of the Limantour claim in 1850, and in September of that year he left San Francisco with the intention of trying to get the agency of the land. He went to Guaymas, and started for the city of Mexico, but while on the way heard that Limantour had gone to Europe.

§20.—Jose Jesus Pico.—José Jesus Pico is a *ranchero*, fifty-one years of age, resides in San Luis Obispo county. In 1843, Governor Micheltorena, when on his way from Los Angeles to Monterey, stopped at the house of the witness for five days; and the witness supplied him with cattle, flour, frijoles and other provisions, and with carts for the sick and weary of his troops—the whole services and goods being of the value of $1,500. The witness furnished four cart loads of provisions, and sent his own *vaqueros* to take charge of fifty head of cattle, furnished by him. Micheltorena promised to pay him for these supplies with money to be received from José Y. Limantour, for land granted to him (Limantour) in San Francisco and neighborhood, by Micheltorena—which grants were made to obtain supplies for his troops.

§21.—Simon Grellier.—Simon Grellier, a native of France, and now a commission merchant of San Francisco, was acquainted with Limantour in Mexico, in 1844, and in 1848, and heard him speak in those years of owning lands in Upper California.

TESTIMONY NOT YET BROUGHT FORWARD.

I have in my possession a pamphlet on California, published by Castañares in 1845, in his character of deputy to Congress, in which he says, "By virtue of the ancient law of colonization, grants in every department have been made to Mexican citizens and aliens. These grants have been made by the authorities of California, subjecting them *to the approval of the Supreme Government.*" Now Limantour is perhaps the only person, who held land in California as a confessed alien; and the only grants in California, approved by the Supreme Government, were those of Limantour, and one obtained by Castañares himself.

John Cameron, a policeman of this city, whom I have known for many years, and always considered to be an honest and estimable man, was in Yerba Buena in 1847; has informed me that he heard of the claim in that year.

DOCUMENTARY UVIDENCE.

I. The original letter of Micheltorena to Limantour, asking for money.

II. The original petition of Limantour for the land.

III. The original letter from Jimeno to Richardson, asking whether the land was vacant.

IV. The original deed from Micheltorena to Limantour.

V. A copy of a decree issued on the 7th October, 1843, by Bocanegra, for the Mexican Government, approving of grants to Limantour —past and future—the copy signed by Micheltorena, countersigned by Jimeno, and written by Arce. Another copy of this decree, written by the Chief Clerk of the Mexican Ministry of Fomento, and certified by him as a true copy of a document in the Archives of his office, is produced.

VI & VII. Letters from Don Mariano Arista, President of Mexico, (dated Nov. 2d, 1852,) recommending Limantour to the Governor of California, and the Board of U. S. Land Commissioners, and stating that his titles were good.

VIII. A certificate from Micheltorena, written May 20th, 1852, stating that he had made various grants of lands in Upper California, to Limantour, in 1843 and 1844.

THE AVERMENTS OF THE ATTORNEYS AGAINST LIMANTOUR.

The attorneys against Limantour aver that his title was forged at Mexico, in 1852; that Letanneur wrote it; that Bocanegra and Micheltorena signed it, as principals in the fraud; that Richardson and Abrego were present at the time, and parties in the fraud, and advisers in the formation of the plan for getting the claim through the U. S. Land Commission; and that Gomez surreptitiously placed a forged petition, signed by Limantour, and countersigned by Micheltorena, among the archives of the Recorder's Office, at Monterey, in 1853. They aver that Castañares, Jimeno, Arce, Abrego, Prudon, Gonzales, Serrano, Gomez, Streeter, and Keenan have committed perjury, but that possibly Mrs. Greenhow, Bonvalot and Fricon tell the truth, since Limantour may have been engaged all the time, from 1847 till 1852, in getting up the fraud.

TESTIMONY AGAINST THE CLAIM.

§ 1.—Augustus Jouan.—Augustus Jouan was at the house of Limantour, in Mexico, in March, 1852, and the latter then showed him four or five titles to land in Upper California, signed by Micheltorena. One of these titles was made to Limantour, the others to other grantees. Limantour engaged the witness to come to California, and act as agent for his land claims. Jouan came, and in November, 1852, Limantour arrived in San Francisco, and then showed to the witness several titles he had never shown before. Jouan noticed that the title to the islands in the Bay of San Francisco was dated in 1844, though the ratification by Bocanegra bore date in 1843, and he called Limantour's attention to the fact. Limantour seemed much puzzled, and requested Jouan to scratch out the 3 and insert a 4. Jouan did make such alteration at his own room, in the presence of Victor Prudon. The original grant in the Limantour claim for the islands in the Bay was here shown to Jouan, and identified as the same one he had altered. He testified that he had never seen the title from the time of the alteration to this examination. At the time of the alteration he advised Limantour not to present the title to the Board of Land Commissioners. The titles shown to witness in Mexico, by Limantour, had the signature of Micheltorena, but not of Bocanegra; and none of the titles shown to him in Mexico were the same with those shown to him in San Francisco.

When Limantour came to San Francisco, in November, 1852, Emile Letanneur came with him, as private secretary. Jouan was intimately acquainted with Letanneur in this city, and Letanneur told him that he had filled out the body of the Limantour titles, and that he had seen Micheltorena and Bocanegra sign the papers, and receive money from Limantour, and was confident the money was paid for their signatures, and that he knew the person who printed the blanks used in the deeds, and the man who made the seal used in stamping it; and that all this was done two or three months before leaving Mexico, (about August, 1852.)

Jouan was intimately acquainted in Mexico with Mr. Jacomet, who was clerk for Limantour from 1851 till May, 1854. Jacomet told witness he had seen Letanneur write the Limantour titles, and had seen Micheltorena and Bocanegra write on them, and knew the person who made the seal used on them; and that while Limantour was in California, Micheltorena wrote to him, as Limantour's agent, asking for money on account of the titles he had made for Limantour; and that the forging of these titles was a matter of common notoriety in Mexico.

After having been in California for some time, and gone to visit several of the ranches claimed, he (Jouan) "became very suspicious about the genuineness of the titles of Limantour."

The witness became acquainted with Micheltorena, in Mexico, in March, 1853, and talked with him about the Limantour titles. Micheltorena saw that Jouan knew them to be fraudulent, and when Jouan spoke freely about them, he tacitly admitted the frauds. He said he had compromised himself greatly to serve Limantour, and regretted that he had done so. Jouan, when he came from Mexico, brought with him several blank titles, one of which he himself filled out as a grant of twenty thousand square miles of land, in California, with the name of Salvador Perico as grantee.

Jouan spoke often to Limantour about his titles, as fraudulent, and Limantour admitted that they were so, and never objected to Jouan's talking of them as fraudulent. Jouan particularly spoke of the Yerba Buena title, and "it was perfectly understood between them that this, and all the other of his titles, were fraudulent."

He (Jouan) was the author of a communication published in the San Francisco *Times and Transcript*, Nov. 22, 1853, signed with his name, stating that he had separated from Limantour forever, since the preceding January; that Limantour had given him a note for $20,000, payable out of the first proceeds of the sales of his land; that "Mr. Limantour has since realised sales of property of consideration, and he has refused to pay said note;" and ending his communication thus: "I can prove all the services which I have rendered to him in his affairs. I publish this information for the public to form an opinion. I personally depend on the decision of the court, before I will prosecute Mr. Limantour for the payment of his note aforesaid."

(There is not a hint of fraud in the communication.)

Jouan testifies: "About November, 1853, I was offered by Mr. B. Davidson a sum of $50,000, of which $20,000 cash, was offered, if I would deliver to him certain documents [afterwards explained to be blank deeds for lands in California, with Micheltorena's signature] which were in my power, and which would prove the California land titles to be fraudulent, and I declined the offer."

Jouan was the author of a communication, published over his signature, in the San Francisco *Evening Journal*, on the 28th of February, 1856, stating that a few days before, he had submitted in writing two independent propositions to "the party interested against Limantour claims;" the first proposition being, that he should be paid $20,000, cash, for "delivery of proofs now in my power, evident proofs of fraud on the part of Limantour;" and the second proposition being that the payment of $30,000 should be secured to him when the claim was rejected, for his assistance in getting proofs to upset it; and adding that if his propositions were to be accepted, he wished to know it soon, for he proposed to go off on the next steamer. He testified, "I have never made any proposition whatever, to any one, at any time, to prove anything against the titles of Limantour." He never received payment for his testimony against Limantour, nor promise of any. The reason why he declined Davidson's offer, in 1853, of the $20,000, for a few blank deeds, was that he thought there was enough proof of Limantour's fraud, without any agency of his, and he was afraid *bona fide* titles might be injured by the production of his blanks with Micheltorena's signature.

Jouan filled out the Salvador Perico title, in San Francisco, in January, 1855; it is now in the hands of the Mexican government, having been taken from him when he was arrested and imprisoned.

§2.—FRANCOIS JACOMET.—Francois Jacomet, a native of France, was employed from 1851 to 1854 in the house of Robin & Co., in Mexico, of which Limantour was a partner. In July and August, 1856, he (Jacomet) was chief engraver in the Post Office, in the City of Mexico, and at that time he saw there S. W. Inge, late U. S. District Attorney, at San Francisco. Jacomet came to San Francisco at the solicitation of Inge, and on the payment of $1,000 there, by Inge, and a draft of $2,000 on San Francisco, (afterwards paid to him here) —these three thousand dollars being for expenses—and the promise of ten thousand dollars, which Inge "bound the government of the United States to pay" to him.

Jacomet knew Jouan in Mexico, in 1852, and he and Limantour took their meals together, and the subject of their conversation always related to California, grants of land, etc. Jacomet recollects that on one occasion Jouan said to Limantour that if a person had a title for land in California, made in such and such a form, he would make an immense fortune; and Limantour remarked that he had titles to land in California, but he had them not in the city of Mexico, with him, thinking them of no use.

About the end of 1851, or beginning of 1852, Limantour said that he could have had grants of all the land in California which he might have asked for, and of the very land where San Francisco was built, for the value of a hat, if he had known what was to be its worth. He said he had nothing except a tract of 400 varas, at Sonoma, and an island off the coast of Lower California.

About the time of the imprisonment of Jouan, in Mexico, on the complaint of Limantour, Jacomet heard Limantour say that he had Jouan imprisoned for the purpose of getting from him some documents, on which Jouan had forged the names of Micheltorena and Bocanegra.

The Limantour title, in the Yerba Buena case, was here shown to Jacomet, and he testified that it was written by Letanneur, in 1852. About that time Micheltorena and Richardson frequently came to the house. Jacomet saw Micheltorena write at a table, on which was paper marked with Mexican stamps, of a previous year. Micheltorena frequently came to Limantour's house, and was shut up with Limantour, and afterwards came out with an order to him (Jacomet) for money. Jacomet saw Letanneur write on Mexican stamped paper, and Letanneur afterwards said to witness that he had written documents containing concessions of land in San Francisco, California. Letanneur told this to witness several times. In the beginning of 1853 Letanneur returned from California to Mexico, and wanted to obtain some money, on Limantour's account, from Jacomet, and the latter refusing to pay it because he had no order to that effect, Letanneur fell into a violent passion, and began to abuse Limantour, and said he could denounce him as a scoundrel and fabricator of false titles. On one accasion (time not stated) a dispute arose between Robin and Limantour, and the former wrote a letter to the latter, threatening to denounce him as a "maker of false instruments," and to denounce "his accomplice, Mr. Bocanegra," and saying that he (Robin) knew of the seal ordered by Limantour, of Louis Prellier, "to be used on his false papers in California." Limantour showed this letter to Jacomet, and said he had obtained a seal, and taking it from his pocket, showed it, saying it was made for Lower California, not Upper California. Mr. Prellier told the witness that the seal was made for Upper California.

When the newspapers, containing the report of Jouan's testimony in San Francisco, against Limantour, reached Mexico, Limantour had Jacomet taken before a Judge of a criminal court, and examined. The Judge said to Jacomet, "you are brought here to answer questions of great gravity, affecting the reputation of men in high position in Mexico," and that "Emile Letanneur had denied what Jouan had said in his testimony." The Judge asked Jacomet whether he knew anything about the seal. Jacomet replied that he was acquainted with the matter of the seal, but did not wish to answer more than suited him, as he had to do with influential persons, and was afraid of being put in prison; and he told the Judge that he felt a terror of the examination. He related the story of Prellier and the seal to the Judge, and he stated also that the titles were false, but that out of consideration for persons in high position, in Mexico, implicated therein, and out of fear that he would personally suffer for it, he did not wish to make that declaration. The Judge told him then that he might as well make no declaration to that effect. He (Jacomet) was not put on oath in this examination, nor was the record of his examination read to him, or by him, before he signed it.

Jacomet had had hard words with Limantour, and had a suit pending against the house of Robin & Co., at the time of giving his testimony.

§ 3.—John S. Cripps.—John S. Cripps, Secretary of the American Legation, at Mexico, was present at several interviews between S. W. Inge, and Francois Jacomet, in Mexico, and heard the agreement that Jacomet should receive $1,000 in cash, and a draft for $2,000, on San Francisco, and $10,000.

And there was some indefinite talk about another $10,000, but there was no arrangement for it; and on these terms Jacomet came with Cripps and Inge to San Francisco. Cripps himself received $800, to pay the debts he owed in Mexico, and a promise of $10,000 more, for losses to be incurred by him by making a voyage to San Francisco and testifying against Limantour. Jacomet held a responsible position in the Post Office in Mexico, and Mr. Prieto, the Post Master General of Mexico, placed great reliance in his integrity and activity. He (Cripps) had spoken with a Mr. Prellier, who, in 1852, made a seal for Mr. Limantour, the said seal being an irregular hexagon in shape, and having on it the words "Tesoreria Departmental de la Alta California." [There is no such seal on any of the Limantour titles. J. S. H.]

§ 4.—Francisco Sanchez.—Francisco Sanchez, First Judge of the Jurisdiction of San Francisco, in 1843, was not called on for information whether the land claimed by Limantour was vacant. He knows that in 1844 Limantour petitioned Hinckley, the Alcalde, to grant him a piece of land within the limits of his present claim. He never heard of the claim before 1852.

§ 5.—Jose de Jesus Noe.—Jose de Jesus Noe was Second Judge under Sanchez, in 1843, and never heard of the Limantour claim till 1852.

§ 6.—Domingo Feliz.—Domingo Feliz testifies that in 1844 Limantour said he had petitioned Hinckley for a grant of land at the Cañutales, half way between Rincon Point and the Mission Dolores; and that in 1847 he told him (Feliz) his petition had not been granted.

§ 7.—Jose de la Cruz Sanchez.—Jose de la Cruz Sanchez, several times Alcalde of Yerba Buena, the last time in 1846, never heard of the Limantour claim till 1850 or 1852. He heard from Hinckley and others that Limantour had petitioned for a grant of land at the Cañutales, which petition was rejected.

§ 8.—Peter T. Sherback.—Peter T. Sherback was Tax Collector of Yerba Buena in 1843. In 1844 Hinckley told him that Limantour had asked for a grant of land at the Cañutales, but he had rejected the petitlon because Limantour was a foreigner. In 1845 both Haro and Ridley told him (Sherback) that Rincon Point was public land. Sherback thought the Captain of the Port had nothing to do with the land business, and was not a proper officer to make report to the Governor upon the question whether land was vacant.

§ 9.—Benito Diaz.—Benito Diaz is certain that Capt. Marciel, who, it is alleged, wrote the Limantour title, would not have made such errors of language as occur in that title before the Board.

§ 10.—Henry S. Fitch.—Henry S. Fitch was told by Robert Ridley that the land south of California street was within the limits of the pueblo of Yerba Buena.

§ 11.—George Hyde.—George Hyde, Alcalde of San Francisco in 1847, understood then that the land now claimed by Limantour was pueblo land. Part of it was granted in 1845 to W. D. M. Howard. Hyde made a grant on it to Robert Ridley, in 1847. He often spoke with Richardson about public affairs, but Richardson never mentioned the Limantour claim to him.

§ 12.—A. A. Green.—Alfred A. Green swears that Limantour admitted to him that the claim is fraudulent.

§ 13.—Lorenzo Cereza.—Lorenzo Cereza spoke in Mexico with Limantour about California. The latter said he had no business here, and said nothing about owning any land here. This was in 1847.

§ 14.—James R. Bolton.—James R. Bolton often spoke in Mexico, in 1843, 1844, and 1847, with Limantour, about his affairs in California; he never spoke of owning land here.

§ 15.—Thomas O. Larkin.—Thos. O. Larkin was well acquainted with Limantour in 1844, and had many conversations with him about his business, and about how he expected to be paid for the money and goods furnished to Micheltorena; but, although Limantour was very communicative about his business, and a good talker, he never spoke of owning any land here. He (Larkin) never heard of the Limantour claim till 1852 or 1853. Larkin thinks he knew of every grant of land made north of Santa Barbara from 1837 till 1846. Prudon told him the Limantour title was forged.

§ 16.—HARTNELL, JOHNSON, GLEASON, ROACH, JONES AND HALLECK.—W. E. P. Hartnell, Wm. S. Johnson, James H. Gleason, Philip A. Roach, Wm. Carey Jones, and H. W. Halleck, testify that they examined the records of Mexican land grants at Monterey, between 1848 and 1850, but found nothing in regard to any land grant to Limantour, and first heard of his claim in 1853.

DOCUMENTARY EVIDENCE.

I.—A letter from Bonilla, Mexican Minister for Foreign Affairs, informing John S. Cripps, U. S. Charge d'Affaires, that he had ordered search to be made in the government archives in Mexico for some record of the Limantour grant, or its approval, but that none had been found, said search having been made at the request of said Cripps.

II.—A blank deed for land, on California stamped paper, with the signatures of Micheltorena and Pablo de la Guerra.

IMPEACHMENT OF JACOMET'S TESTIMONY.

When the report of Jouan's testimony in San Francisco, against Limantour, and referring to Jacomet as his informant on some important points, reached Mexico, Limantour had Jacomet taken before a court there, and examined. All that Jacomet said on the occasion was written down, and afterwards read to him, signed by him, and sworn to; so that it took the shape of a deposition. When afterwards he came to San Francisco, and testified against the claim, his testimony differed so much from that given in his Mexican deposition, that he was questioned in regard to that deposition. He testified that he was not sworn before the Mexican court, that his statements, as written down, were not read over to him, nor by him, previous to his signing; that the Judge warned him against trying to injure persons high in position in Mexico; advised him to omit from his declaration before the court such things as might offend influential persons, etc. All these statements were directly contradicted by Don Teofilo Carrasquedo and Don Ignacio Torcida, the Judge and Clerk of the court on that occasion, who appeared in this city and testified in the case, and they produced the original sworn deposition of Jacomet as part of their evidence.

REVIEW OF THE TESTIMONY.

We have now gone briefly over the evidence in the case, and the time has come to answer the question whether the grant was made as claimed. If not, it must be a fraud. The claimant must prove his title before he has a right to the land; but we are not to presume fraud without evidence. Fraud is often committed, and the inducement to commit it increases with the reward to be obtained by success; and undoubtedly the reward for a successful forgery of a title to the land claimed by Limantour, was very great—the value having been several millions of dollars in 1852, and probably $5,000,000 now. Since no exact records were kept of the grants by the Mexican government, and many of the persons familiar with what occurred here twelve and fifteen years ago are now dead, and since ninety-nine out of a hundred of the people of San Francisco never heard of the claim before 1853, it is certainly no more than prudent that the evidence in its favor should be examined very critically.

However, let us remember that the statements of both parties deserve to be received with equal suspicion. If there were inducements to commit fraud on one side, there are equal inducements on the other side to charge fraud. These latter inducements come from the great value of the property held by opposing claimants, who, unless they accuse Limantour of forgery and perjury, directly or indirectly, must admit that he is rightfully entitled to the land in question. And then the agents employed to hunt up and secure the rejection of this claim, in which case it is said that they are to receive a large sum as a fee, are also interested considerably; and the lawyers in the case have a like interest. These opposing interests must, of course, be taken into consideration; and the result of a fair estimation of them will be the conclusion that the inducement to charge fraud is as great as was the motive to commit fraud.

Of course the claimant must prove his title, but I imagine the more critical and particular the examinatin of his evidence, the stronger its truth and force, and the clearer the validity and honesty of the title will appear. There are twenty witnesses in favor of the claim, eighteen of whom have appeared in person, and the other two by their signatures, which are sworn to as genuine, and admitted to be so by the opponents of the claim. Castañares and Arce know the land was granted; Jimeno, Richardson, and Prudon know he petitioned for it; Gomez heard of the grant at the time, at Los Angeles; Gonzales was told of it by Micheltorena; Abrego knew that Limantour wanted to have his claim confirmed by the Supreme Government, in Mexico, and

Mrs. Greenhow, Pico, Streeter, Grellier, Keenan, Frecon, Guyol, and Bonvalot heard of it at various times, from 1844 till 1850.

Among these witnesses in favor of Limantour are all the high officials connected with the government of California at the time of the alleged grant. There is Bocanegra, who, as Minister of Foreign and Domestic Affairs, had the supervision of the land belonging to the General Government; Micheltorena, who, as Governor, was authorised to grant away the public lands; Castañares, who, as Collector, had to sign the stamped paper for deeds, and as Representative in Congress should know something about the public lands at the best port of the country; Jimeno, who, as Secretary, and Arce, as sub Secretary, should know the papers issued from the Governor's office; Abrego, who, as Commissary, had the supervision of Micheltorena's accounts; Prudon, who conducted Micheltorena from Mexico to Los Angeles; Gonzales, one of the commissioners to instal Micheltorena into office; and Richardson, Captain of the Port of San Francisco. What better evidence could a valid claim have?

Among the documents filed in the case is a letter which I have omitted to mention in the list of evidences for the claim. This letter was written to W. A. Richardson, on the 7th November, 1843, by M. G. Vallejo, who says he had received a letter from Don Manuel Castañares, asking about vacant lands on the beach, at Yerba Buena. He remarks that Castañares appeared to be jealous about the large grants made by Micheltorena, and wished to enjoy the same privileges with foreigners. Vallejo, speaking about a proposed removal of the Custom House from Monterey to Yerba Buena, adds: "Whether the lands be given to foreigners or natives, matters little to us, after our object is attained. But it would be better that he should have the land, rather than strangers." And again he says: "I understand that our friend, the well-known Limantour, who, you will recollect, wrecked on Point Reyes, and whom we helped to save a part of his goods, with a thousand troubles, has furnished large sums to General Micheltorena, and that if he does not intrigue, at least he endeavors to obtain some grants in that and other places, taking advantage of the poverty and scarcity of the revenue of the Treasury of 'the Department." This language shows conclusively that the writer had heard of Limantour's application for the land. Vallejo has not been called to testify in the case, but the genuineness of the letter is not denied. This letter, by the way, corroborates the testimony of Castañares in many important particulars.

The language of Castañares in his pamphlet, as I have quoted it, regarding grants of land to aliens in California, and the subjection of the grants to the approval of the Supreme Government, can scarcely be explained unless we suppose some grants, similar to this of Limantours, to have been made previous to that time.

It is a rule of law that witnesses are presumed to be credible unless their testimony is impeached, or it be shown that they are interested in the case. There is no attempt to impeach any of the witnesses for Limantour, save Gomez and Prudon, and in both cases the attempt was a complete failure; but had it succeeded, it would scarcely have weakened the claimant's chain of evidence. The witnesses are not only, many of them, persons of high position, but also very intelligent, and possessed of good reputations; and their testimony should not be set aside, and themselves pronounced perjurers, without some good reason.

Although there is no successful attempt to impeach the testimony of any of the witnesses, yet it must be admitted, in giving a fair statement of the testimony, that three or four of the witnesses are really men whose reputations are not good but they are none of them important witnesses in the case. As for Bocanegra, Micheltorena, Jimeno, Arce, Abrego, Richardson, Castañares, Mrs. Greenhow, Guyol, and most of the others, they are or were persons of good reputation.

If the claim be fraudulent, Limantour must be a forger—a forger on a grand scale, and the suborner of a vast number of perjured witnesses. This is not probable. He was wealthy in 1845; in 1852 he was much more wealthy. His great wealth at the latter period was a matter of public notoriety. He was treated as a person of respectability at that period in the highest circles of Mexico. Micheltorena, Bocanegra, President Arista, and the French Minister, Levasseur, addressed letters to him as a friend, or recommended him to others as a gentleman. Consul Dillon, a very careful and able diplomatist, received Limantour as an honest and respectable gentleman. Drouyn de L'Huys, the great Prime Minister of the second great Napoleon, interested himself for Limantour, and so has done the present French Minister in Mexico, Mr. Gabriac, and so has done President Comonfort. All these things raise a strong presumption against the supposition of Limantour being a forger and perjurer.

Besides the theory of the opponents of the claim is absurd in accusing these witnesses of conspiring in this perjury and forgery. However little faith we may place in official honesty, and particularly in Mexican officials, it is yet incredible that such a combination should be formed as is here supposed. When men like Bocanegra and Micheltorena wish to make money dishonestly, they are not compelled to resort to forging old documents, in the presence of a multitude of confederates; they can obtain all they need by less dangerous means. Official favoritism, awarding collusive and exorbitant contracts, the rendering of unjust decisions, and the enactment of decrees to enrich favorites, were within the powers of these men, and were far more suited to their tastes, if they desired to commit official robbery without danger of detection. It is probable that many high officials accept bribes to vote for unjust laws, render unjust decisions, award unjust contracts, grant unjust pardons, and such charges have frequently been brought against high public functionaries in this State, but we have yet to see the cases where they are charged with forming large conspiracies to commit forgery, and perjury, and subornation of perjury. The forgery of ancient titles, even in a country where so little care was taken with the records as in California, is a dangerous affair, and liable to exposure by a thousand little accidents, to which men like Bocanegra and Micheltorena would certainly not expose themselves. Men occupying high political positions, and standing fairly before the world, would not be so wanting in prudence as to commit felony in the presence of a number of witnesses, nor in such manner that their crime might be exposed by all these witnesses, and by many other persons not witnesses, or even by minute circumstantial evidence, with which they could not be familiar; nor in such manner as to be compelled to accept as confederates a great many persons, living far away and personally unknown. Conspiracies to commit perjury are common, but they are rarely entered into by men who live far apart, and know little of each other, and who have to commit their crimes at great intervals of time.

In the Limantour case the examination of witnesses extends through four years and a half, and after a pretended exposure of the whole fraud, men of high position, and fair reputation, come forward and swear that the title is good, thus recklessly exposing their names to scorn, and their necks to the halters of the Vigilance Committee. Human nature is the same all the world over, and it is incredible that Don Manuel Castañares, an old man, of strong sense, fair reputation, holding a high and responsible and profitable office, in Mexico, would come here from that country, expressly to commit perjury under these circumstances. No; however destitute of moral principle he may be, he could not be bought to act the rascal in so foolish and foolhardy a manner. It is not human nature.

If we suppose Bocanegra and Micheltorena to have signed the Limantour title in 1852, we must suppose them to have done so, knowing that they would be at the mercy, not only of each other, and of Limantour, and of Letanneur, but also of Jimeno and Abrego, and Richardson, and Arce, men living far away, and almost unknown to them. And we must suppose that Limantour, who is a man of little education, not only risked his great wealth, which he had in Mexico, in 1852, but that he paid much of it away in bribes to these officials, and came to San Francisco, trusting his life upon the success of legal frauds of which he could know nothing, except upon the assertions of others. He not only does so trust his life, but when afterwards the principal agents, who had committed the alleged frauds for him, are supposed to have denounced him, and confessed all, he goes away, and instead of staying away, thankful for the chance to save his life, he comes back, still insisting upon the validity of his title—still defying his opponents to meet him in the civil and criminal tribunals. And the agents of the government and of the people give way before him, and say, "We are not ready to meet you."

We must also suppose that Limantour is so foolish as not to be content with the sufficient testimony of Bocanegra, Micheltorena, Castañares, Jimeno, Arce, Gonzales, and Prudon, but while acting under the advice of the most skillful lawyers, goes round bribing and attempting to bribe such witnesses as Serrano, Pico, Streeter, Keenan, Mrs. Greenhow, Guyol, Bonvalot, and Frecon. Now everybody who knows anything of the law must see at once that the attempts to bribe so many persons, and their subsequent introduction as witnesses, would be a most dangerous and foolish procedure, after enough evidence had been offered to sustain the claim.

It is particularly worthy of note that the attorneys of the government utterly fail to catch the numerous witnesses for the claimant in any material contradiction, though in many cases the cross-examination was very minute and lengthy, and though no effort has been spared to hunt up evidence against the claim.

Now let us see what evidence has been adduced against Limantour.

What does this testimony against the claim amount to? Jouan and Green swear that Limantour admitted to them that the title is fraudulent. Jouan and Jacomet swear that Letanneur admitted to them that he forged the title. Feliz swears that, in 1844 and 1847, Limantour spoke of having petitioned in 1844 for part of the land now claimed under a title dated in 1843. Limantour, in conversations, from 1844 till 1847, with Larkin, Bolton and Cereza, about farms in California, did not speak about owning land at Yerba Buena; and Larkin, Halleck, Hartnell, Francisco Sanchez, Cruz Sanchez, Sherback, Noe, and Hyde, never heard of the grant till 1852 or 1853.

The testimony of Jouan and Green, that Limantour had confessed to them the fraudulent character of his title is evidently deserving of little credit. In regard to Green's statement, the Board of Land Commissioners say: "the witness does not pretend to narrate what Limantour said in admitting the fraudulent character of the claim. * * * * The witness fails to state what the admissions of the party really were, and substituting inferences of his own, gives his construction of the language in place of the statement of the party." Besides, from Green's own testimony, it appears that both in the beginning and in the end of this very conversation, Limantour asserted that his title was good. Jouan's testimony on this point deserves still less credit than Green's.

These "tacit admissions" of Micheltorena and Limantour show nothing more than that they did not desire to have disputes about their own honesty, with Mr. Green or Mr. Jouan—nothing more. "Tacit admissions," under such circumstances, are no admissions at all.

Jouan and Jacomet swear that Letanneur forged the title, but Letanneur is now in San Francisco, and is ready to swear that he did not forge it; and has no reason to believe it forged.

The testimony of Feliz, that Limantour admitted having asked for a grant of land at the Cañutales, in 1844, amounts to little or nothing. The petition is not produced, nor can any one testify positively that there was such a document, and what its contents were.

Little value is to be attached to the fact that many persons in California never heard of the grant at the time when made, nor for years afterwards. Alvarado swears that grants of land were worth little before the American conquest. Besides, the great changes in the population have swept away most of the few who did know anything of it.

The fact that many persons who examined the archives of the Territory did not find anything relating to the Limantour grant, proves nothing. Serrano and Gomez swear that they did find the Limantour petition among the archives; and the Board of Land Commissioners say that the surreptitions placing of the petition among the archives would not destroy its effect as evidence.

All the evidence against the claim, save that of Jacomet and Jouan, was given before the Land Commission, and after a full review of it in their opinion on the claim, they say the opposing testimony is "negative and inconclusive." The defense then must depend entirely on the evidence of Jacomet and Jouan, and on the presumption of fraud, raised by Limantour's neglect to take possession of his land or publish his claim to it, previous to 1853.

Jouan's own testimony shows that he is unworthy of credit. He says he altered one of Limantour's titles believing it to be fraudulent; he forged a title in the name of Salvador Perico, and though he says it was his purpose to use it against Limantour, yet it first comes to light in Mexico, when he is there imprisoned,—six or eight months after it was manufactured. He pretends to have discovered Limantour's frauds in 1852, but does not testify against him for three years. On the 19th November 1853, he published a communication in the San Francisco *Times and Transcript*, in which he complains of Limantour for not paying him, but makes no charge of fraud. He swears that about November 1853, B. Davidson offered him $20,000 for some copies of blank Mexican Land Titles; and he refused the offer. About the 18th February 1856—more than three years after his discovery of the alleged fraud—he published a communication in the *Alta California*, declaring the title a fraud, and "engaging" to procure abundant proof to overthrow the claim. On the 28th February, he states through the *Evening Journal* that he has made a written offer to parties interested against the Limantour claim to produce evident proof of Limantour's fraud, for $20,000 cash, or $30,000 after the rejection of the title. On the 7th March succeeding, he notifies the public through the *Evening Journal*, that he is going away on the 19th, and that persons wanting to see him on business must call before that time. And finally, when examined on the 8th April, 1856, he swears that his only inducement in testifying is his desire to defeat claims so scandalous. He does not denounce Limantour till after they separate and quarrel; he does not testify in the case till three years after his discovery of the fraud, nor till he has made a public attempt to get $20,000 for his testimony. Is this the man whose oath will suffice to convict Bocanegra and Micheltorena of forgery,—and Castañares, Jimeno, Arce, Richardson, Castro, Guyol, Pico, Serrano, Keenan, Streeter and Mrs. Greenhow of perjury?

Jacomet's testimony deserves still less credit than Jouan's. While in Mexico in 1856, he pretended to have such knowledge of the forgery of the title, as he knew was in demand in San Francisco; whither he came, and testified for a consideration of $13,000—$10,000 over and above every reasonable indemnification for expenses or necessary losses by the journey. The great point of his testimony is that Letanneur forged the title, and Letanneur is here and ready to swear that he did not.

Besides, it is clearly shown by two witnesses and the records of a court that Jacomet committed perjury in regard to this very question of the forgery, either in his testimony in this city or in Mexico. He was examined in both places on this matter; the fully authenticated records are before the court in both cases; they show a number of irreconcileable contradictions between the testimony of Jacomet at the different places, and particularly as to the main question—his knowledge of the forgery; and since he must have committed perjury either here or in Mexico, how are we to know in which place he spoke the truth? It happens, however that his testimony shows that he spoke the truth in Mexico. He testified here that he spoke falsely in Mexico because he believed himself to be in great danger there; but when we examine the record of his deposition there, we see that while he admitted that he knew nothing of the forgery, or of any confession by Letanneur or of any suspicious conduct on the part of Bocanegra or Micheltorena, so far from showing any fear, he spoke boldly of the charge of fraud made by Robin against Limantour and Bocanegra. The whole tenor of his answers evinces clearly that whatever motive he may have had for not testifying to some knowledge of fraud, he was not governed by fear.

The attorneys against Limantour did not cross-examine either Carrasquedo or Torcida, and the explanation of this conduct given to me personally by one of the attorneys, was that they were satisfied of the truth of the statements of those witnesses, and thought any attempt to detect them in falsehood would be useless. This was equivalent to an admission that Jacomet had perjured himself.

Thus we have examined, arrayed and weighed all the important evidence in the case; we have seen that Limantour has a vast number of witnesses, including a complete chain of all who must have had official knowledge of it; most of them testifying directly to something within their own knowledge, and all of them unimpeached. Against the claim the testimony is negative, hearsay, indirect, from unofficial persons, and from persons whose testimony bears the confession of fraud or the stamp of successful impeachment. It does not appear that any of Limantour's witnesses have obtained more than enough to pay expenses; two of those against him have carried off $23,800 from the pocket of Uncle Sam. No moral courage was required to testify against Limantour; the voice of the public and of the press was bitterly hostile to him, and favorable to the witnesses against him; much moral courage was required to testify for the claim, and this must go to increase the weight and credit of the testimony.

Several minor points of law and fact have been raised against the claim; such as that the letter, asking whether the land was vacant, would never have been addressed to the Captain of the Port, and that there was no such stamped paper in use in February 1843, as the title is written upon; but the Land Commission decided these points in favor of the claimant.

No new testimony has been adduced against the claim in the twenty months which have elapsed since the confirmation by the Land Commission, save that of Jacomet and Jouan; and the former having been branded with perjury by Carrasquedo and Torcida, and the latter having shown himself to be untrustworthy, the legal merits of the case remain where they were at the confirmation; or rather the opponents of the claim have shown that after all their labor and time employed, and the expenditure of $24,000 cash in getting witnesses, they have been able to get nothing in their favor; they have been compelled to abandon the theory of defense which they have assumed; and they have forced Limantour to produce a large amount of new evidence which adds greatly to the moral and legal strength of his claim.

As for the blank deeds signed with the name of Micheltorena, they prove nothing, even though the signature be genuine, about which there is doubt. The carelessness of an officer in signing blanks will not invalidate a genuine paper; nor does Limantour stand in more danger from such a blank than a hundred others. It is a notorious fact that the "warrants," or "scrip" forged by Meiggs, in this city, were obtained from the Mayor's office, and had on them the genuine signature of the Mayor, who expected that they would be "filled in" in an honest manner. But the existence of the "Meiggs' warrants" does not prove that there is no honest and valid city scrip.

The opponents of the claim exhibit a certificate from Bonilla, Mexican Minister of Foreign Affairs, stating that in December 1855, at the request of the American Chargé d' Affaires, he had caused a search to be made among the Government Archives, in the Ministries of the Interior, War and Foreign Affairs, but nothing had been found, and accompanying this is a note from Manuel Orozco, Chief Clerk in the Ministry of the Interior, stating that he had scrupulously searched through the archives in his office for documents relating to the Limantour claim but had found nothing. But wonderful to tell, this same Orozco, still holding the same official position on the 4th of June 1857, certifies that there is among the archives of his office a decree issued in 1844, by Bocanegra, as Minister of Foreign Affairs, approving of grants of land made to Limantour and authorizing Micheltorena to make more such grants. Both certificates from Orozco come with all the legal formulas and are undoubtedly genuine. Either the first search was careless, or the decree now in the office, purporting to have been issued in 1844, was fraudulently made and fraudulently inserted among the Government Archives. The presumption is against the fraud, but it was unfortunate for Limantour that if the decree was always there, the Clerk could not find it in 1855.

It will be asked very properly, why—if this claim be good—did Limantour give a note for $20,000 to Jouan? I understand Limantour's purpose to have been to punish Jouan, who had threatened to denounce him, and was attempting to obtain a large sum of money from him. So Limantour, knowing that Jouan had been tried on a criminal charge in Mexico, and knowing also that Jouan had forged Mexican papers then in his possession, for the purpose of getting him within the reach of the laws of Mexico, gave him a note for $20,000, payable to him personally in the city of Mexico. The bait took; Jouan went, was arrested, lay in prison for many months, and lost the grant which he had made for half of California to that funny individual, Perico. Jouan may get his $20,000, but he will have earned part of it, if a man can earn money by imprisonment.

The strongest evidence against the claim, after all, is that drawn from the presumption that if Limantour had owned the land from 1848 till 1852, he would have taken possession of it or given public notice of his title. But when buying, he gave notice that he did not wish to settle on it; he was doing an immense business in Mexico; he was a speculator, knew his land would not run away, nor his title become worthless, but must increase in value every year; and it is even supposible that he purposely concealed his title so that the land might be improved, and its value thus increased without cost to him. This would not invalidate his claim, though it might show him to be dishonest; but for such dishonesty, if such it was, or for his neglect in not giving notice of his claim, he has made ample reparation by offering to sell at ten per cent. on the assessed value of the land. If his title be good, his price cannot, under any view of his conduct, be declared extortionate. But it deserves to be taken into consideration also, that, according to the testimony, Limantour spoke freely of his claim in 1844 and 1847, when he was in Yerba Buena, and under the circumstances he might reasonably suppose that every one in the vicinity would be informed of it. What need then for him to notify the public that he owned the land? His claim was no secret about Yerba Buena in 1844, as Streeter and Richardson testify, nor in 1847, as Cameron declares; and how could he presume that it would grow to be a secret in 1850?

The opponents of Limantour still assert that they will soon prove the title to be forged; but they have cried "Wolf" so often when there was no wolf, that I have lost faith in them. On the 17th November 1855, the Associate Law Agent made an affidavit before the U. S. Land Commission, praying that tribunal to open the case, which had been submitted, and allow him to introduce "new and important evidence, documentary and oral," which had been discovered, and would be produced, as he expected, without delay, to successfully impeach the testimony of Richardson and Gomez; to show that in 1847, Limantour acted as agent for a lot within the limits of his present claim, without any pretence of title of his own; that in 1847 he was a guest at the house of a gentleman who held a number of lots within the limits of the claim and had valuable improvements on them, but that Limantour, knowing these facts, never spoke of his title to his host; that Limantour was paid in full by drafts on Mexico for all the goods and money furnished by him to Micheltorena, in 1843; and that there was a secret association of men leagued together for the purpose of forging grants in this State, and "that some of this association were connected with the fraud of the Limantour grants." These are a few of twenty-one different points which the Associate Law Agent swore on the 17th November, 1855, that he expected to prove "without delay," by means of "new and important evidence, documentary and oral," then lately discovered; and if in two years he has not been able to prove a solitary one of his points, how long will it take him to establish the whole list?

These promises to produce evidence to overthrow the claim may be made with all honesty and sincerity, but if so they are made blindly; and in no case do they deserve credit. Those who make them, may succeed in preventing the landholdors from buying the Limantour title—and that is of course their chief purpose in making such declarations—but it is incredible that if they had such evidence they would not produce it at once. Keeping the uncertainty of human affairs before my eyes, and knowing my liability to form unsound opinions, I will not pronounce it impossible that the claim should be now proved a forgery; but the evidence of the making of the title and of its approval, is, almost irrefutable. It is not probable that circumstantial or documentary testimony, can be discovered at this late day to refute this evidence; all the officers connected with the Government in 1843, and necessarily acquainted with the grants made at that time, have sworn that this title is valid; and all the testimony of other persons, not in a position to be familiar with such matters, that they never heard of the grant, amounts to nothing. Or even if it were possible by the introduction of twenty witnesses to contradict the evidence of Castañares, Jimeno, Arce, Abrego, Richardson and Gomez, the papers would still stand, as good upon their face, and would be accredited by those who heard of the title previous to 1852.

The only position which the agents of the government can now take with any decency, in opposing the claim, is that a title similar to the one produced by the claimant, was made by Micheltorena in 1843, and approved by Bocanegra in 1844; and that, on account of having lost this title, or of having found some great defect in it, he induced these two high officials to make a new title to him in 1852, and antedate it to the date of the original paper. But it would be impossible to maintain such a position; $100,000 used in the most skilful and unscrupulous bribery would not suffice to defend it. One fact alone, though it could scarcely be shown as legal evidence, would contradict such a theory. Robert Greenhow, when Associate Law Agent of the United States, an accomplished lawyer, familiar with the Spanish language and the Mexican land laws, having carefully examined this title in 1853, as he was required by his official position to do, declared to several persons known to me, his belief that the claim was good; and this declaration, coming from a person who had examined the title in 1850, with the thought of defending it before the courts, and had then declared it to be good, implies that he discovered no change in it, that in 1853, he supposed the deed to be the same which had been submitted to his scrutiny in Mexico, three years before.

I have thus attempted to give a summary of the evidence on both sides, and a brief review of it. For my own sake, as well as for the sake of truth and justice, I have sought to represent fairly everything that could be said against the claim, knowing as I do, that any unfairness would not fail to be fully exposed and severely punished by the newspapers of the city—which, as a class, have always been bitterly hostile to Limantour. To enable the public to satisfy themselves of my fairness, I have induced Mr. Felton to promise to place a bound copy of all the testimony in the case, in the Mercantile Library.

Assuming then that I have treated the evidence fairly—an assumption surely permissible until something be shown to the contrary—the conclusion of every intelligent mind must be that the claim is good, morally and legally, and that the charges of forgery and perjury against the claimant, are most unjust. And we may be satisfied from the past history of the case, that if Limantour have truth and justice and law upon his side, he will not fail, for want of pecuniary means, courage, or able legal counsel, to obtain his rights.

HOW THE PEOPLE OF SAN FRANCISCO ARE INTERESTED IN THE LIMANTOUR CLAIM.

For the people of San Francisco the main question about this title, is—"How will its confirmation affect them pecuniarily?" Upon their views of that question, their interest in the claim has heretofore depended, and will depend hereafter; and it is a matter, therefore, which deserves mention in this pamphlet.

The rejection of the Limantour claim will not necessarily enure to the benefit of the present possessors of the land, holding adversely to him. He is not the only claimant opposed to them. In addition to him they have to contend with the assignees of Bolton, Diaz, the Peter Smith judgment creditors, Sherback and the city of San Francisco.

It is possible, I think, that the final confirmation of the Limantour claim will be productive of very considerable benefit to the city of San Francisco and to her citizens generally; to the former by affording the best means of settling a vast number of disputed land titles; to the latter by freeing them from hostile claimants who, but for Limantour, would certainly get the legal title to the land at last, and would demand prices much higher than he offers to sell at. His claim is the oldest and most meritorious, and its final confirmation will settle all the titles within its boundaries, and cut off Bolton, Diaz, Peter Smith and Sherback, which otherwise would create great confusion and long litigation.

All of the land claimed by Limantour south of the Pueblo line, is covered by the Bolton title, which has been confirmed by the U. S. Land Commission, and the U. S. District Court, and will be finally confirmed, in all human probability, by the Supreme Court of the United States. The Bolton title was made on the 10th February 1846, to Don Prudencio Santillan, by Don Pio Pico, acting Governor of California, and signed by José Maria Covarrubias, as Secretary. These men are both alive, and testify directly or indirectly in favor of the genuineness of the title. The probability of the final confirmation of the claim is so great, that the attorneys opposed to it admit they have no hope of securing its rejection unless the U. S. Supreme Court should permit them to introduce testimony against it before that tribunal—a course of which there has been no example in the past, and of which there will probably be no instance in the future. In all human probability, as I said, the case will be confirmed. Now which is better for the settlers on the land covered by both titles—that Limantour or Bolton should have it? I think no one interested will hesitate to say that he would prefer Limantour. The latter offers to sell his land and has been offering it for four years at ten per cent. on the assessed value, and he holds the title in his own hand. Bolton has sold to a great number of speculators in the Eastern States; they have paid high and of course as they bought on speculation, they will not sell at a low price. Besides their mere numbers may lead to trouble about the title. As the Limantour title is older than the Bolton paper, the confirmation of the former will entirely invalidate the latter, so far as the land covered by both extends.

All that portion of the land claimed by Limantour, west of Davison street—a street which runs past the Lagoon, and lies five blocks west of Larkin street—is covered by the Benito Diaz title, which was rejected by the Land Commission, but if the anticipations of the present claimant are well founded will certainly be confirmed in the U. S. District Court. Much new testimony has been introduced before that tribunal in favor of the claim. The title bears date the 25th June 1846; and is signed by Pio Pico, acting Governor, and José Moreno, Secretary. The opponents of the claim allege that the title was made subsequent to the 7th July 1746—when the American flag was raised in San Francisco—and antedated. A large amount of testimony has been offered in support of the title; and although some testimony has been offered by the Government to show that the deed was made after the 7th July, yet this testimony all shows that it was made before the 8th August. Now it is known that at least five grants of land were made after the 7th July, by Pio Pico, and dated respectively the 11th, 20th, 24th, and 27th July, and the 1st August 1846; and perhaps there were more. The fact shows that many persons supposed grants made by the Mexican Governor after the raising of the American flag, would be valid. In fact the idea that the raising of the flag at Yerba Buena, should be the end of the constitutional power of the Mexican Governor, did not arise till long afterwards; and it is conclusively shown that Diaz petitioned for this land before it was granted. Thomas O. Larkin bought the title in September 1846, for $1,000, and sold it to the present holder, Bethuel Phelps, for $50,000, in 1849. I am not informed how Mr. Phelps will sell his title, but it it not probable that he will sell for less than Limantour. The Bolton title will leave little to him, even if the Limantour claim be rejected, and he must make a high profit on the remainder. In proportion to the probability of the confirmation of the Diaz claim, is the interest of the settlers there that the Limantour claim should be confirmed.

The Sherback claim covers a tract of land half a mile square, but there is some dispute among the parties interested, as to where the boundaries are. Some persons assert that the claim lies on Rincon Point and includes the dwelling house of John Parrott; while others assert that it lies south of the Vallejo line. The deed was made by

Manuel Castro, as Prefect of the District of San Francisco, in the latter part of 1843. The present holders of the claim say they expect a confirmation. I do not know anything of the evidence and legal merit of the case.

The purchasers at various sales under judgments against the city of San Francisco,—most of the judgments have been in the name of Peter Smith—have obtained the whole title of the city to a strip of land two miles wide, west of Larkin street, and three wide south of Johnston street. A few lots have been redeemed, south of Johnston street, but they are as nothing when compared with the whole body of this tract. If the Limantour, Bolton, and Diaz claims be rejected, and the Pueblo title confirmed, the Peter Smith purchasers will take a great amount of land; and it were better for the actual possessors that Limantour should get the land than that these men should get it.

If the claim of Limantour and Diaz be rejected, and that of the city confirmed to the Pueblo line, there will be a considerable tract belonging to the city west of the Peter Smith strip, and actual settlers on this tract may expect to hold the land under the Van Ness Ordinance; but that Ordinance is illegal and void. The Council had no legal authority under the charter, to give away the land of the city; and much less any moral right when the Corporation was deeply in debt. It were far better for those settlers to get a perfect title from Limantour, at a small percentage, than to be exposed to the risks and troubles which will ensue if the city gets the land.

There are about 2000 acres of land bounded by Pine and Larkin streets and the Vallejo line, to which the only claimants are the present possessors on the one side and Limantour on the other. The question as to which will get the title will depend, after the confirmation of the Limantour title, upon the view taken by the U. S. Supreme Court of the question whether the pueblo of Yerba Buena ever had a fee simple of the land within her borders—and whether she had, in 1843, such a title that the Supreme Government of Mexico (then exercising absolute power) could not grant it away. If the decision be that Yerba Buena had a perfect title in 1843, then the present possessors will hold the land, and lose nothing by the confirmation ef the Limantour claim. If the decision be that Yerba Buena did not extend so far, or did not have a perfect title, then Limantour will take the land; and on this tract some serious detriment would undoubtedly arise to the pecuniary interests of the present land-holders—the lands being very valuable, and there being no dangerous opposition, save Limantour. But the law of 1851, organizing the U. S. Commission, was designed to favor the towns, and no doubt the law will be interpreted in the same spirit. Besides the higher Courts will be naturally disposed to affirm the judgment of the Land Commission in confirming the Pueblo title.

It is said, with how much truth I know not, that a large number of persons holding property on the Limantour claim, have formed an association and bound themselves to pay five per cent. on the assessed value of their real estate, in case of the rejection of the claim, to a couple of agents employed to manage the opposition to it. Now this five per cent. on the land and improvements, is in many cases, as much as the ten per cent. of the assessed value of the land, demanded by Limantour, so that these persons would lose nothing by the confirmation—if the rumor of such a contract be true.

Besides a large number of persons have already purchased the Limantour title—more than a hundred deeds being on record—and these of course desire the confirmation.

Thus we see that it is clearly the interest of the actual possessors of the land south of the Vallejo line and west of Larkin street, that the claim should be confirmed, and it is the interest of the actual possessors on the tract bounded by the Vallejo line, Larkin and Pine streets and the ancient water line, that the claim should be rejected. The interest on one side may be weighed against that of the other.

But whatever the good or bad influences which the confirmation or rejection of the claim may have on the pecuniary interests of the city and her citizens, all business men may be said to be interested in knowing the truth about the claim, so that if they should be invited or tempted, as they all may be, to invest money in any portion of the land, they may be able to form some opinion of their own as to the result of the investment.

SPANISH DESCRIPTION OF THE LIMANTOUR LAND AT YERBA BUENA, AS GIVEN IN THE ORIGINAL TITLE.

Desde la linea del pueblo de la Yerba Buena, distante de cuatro cientas varas de la casa fundadora de Don Guillermo Richardson al sur-este, comenzando en la playa al norte-este, y siguiendola por toda la orilla dando vuelta en la punta del Rincon al sur-este y siguiendo la Bahia hasta la boca del Estero de la Mision, inclusas las sampas de agua salada, y siguiendo la cañada al sur-oeste, en donde corre la agua dulce, pasando al lado del norte-oesta como doscientos varas de la Mision hasta en donde completa dos leguas norte-este y sur-oeste al Rincon, como representa el diseño No. 1 que obra en el espcdiente.

2° Dos leguas de terreno, mas ò menos, comenzando en la playa del estacado, en el fondeadero antiguo del Puerto de San Francisco, bajo el Castillo, siguiendo al sur-este, pasando el Presidio, siguiendo el camino de la Mision, y la linea al sur-oeste hasta la playa que corre el sur del Puerto, tornando dicha playa el norte-oeste dando vuelta a la Punta de Lobos, y siguiendo al norte-este por toda la playa del Castillo dos cientas varas, y siguiendo la playa hasta el estacado en donde da principio el diseño No. 2.

OFFICIAL TRANSLATION BY W. E. P. HARTNELL, STATE TRANSLATOR.

" From the line of the pueblo of Yerba Buena, distant four hundred varas from the settlement house of Don William Richardson to the south-east, beginning on the beach at the north-east, and following it along its whole edge (margin) turning round the point of Rincon, to the south-east, and following the bay as far as the mouth of the estuary of the Mission, including the deposits of salt water, and following the valley (cañada) to the south-west, where the fresh water runs, passing to the north-west side, about two hundred varas from the Mission to where it completes two leagues, north-east, and south-west to the Rincon, as represented by the plat (diseño) No. 1, which accompanies the Espediente.

" 2d. Two leagues of land, more or less, beginning on the beach of the Estacado at the ancient anchorage of the Port of San Francisco, below the Castle, (Castillo) following to the south-east, passing the Presidio, (Military Post) following the road of the Mission, and the line to the south-west as far as the beach which runs to the south from the Port, taking said beach to the north-west, turning round the Point Lobos, and following to the north-east, along the whole beach of the Castle (Castillo) two hundred varas, and following the beach as far as the Estacado, where begins the plat (diseño) No. 2."

EXPLANATIONS IN REGARD TO THE BOUNDARIES OF THE LIMANTOUR, BOLTON, DIAZ, PETER SMITH AND PUEBLO CLAIMS.

The Limantour title grants two tracts of land. The first tract has its northern line parallel with California street, and about half way between that and Pine street, the bay for its eastern line, its southern line following Mission Creek to the vicinity of the Mission, and thence going westward on the line of Sparks street and parallel with the northern line of the claim, extending to a distance of 10,000 varas to the west from Rincon Point.

The second tract is bounded on the north by the Golden Gate ; on the west by the ocean, on the north-east by the road from the Presidio to the Mission, and on the south by a line which shall include two leagues of land. This second tract laps over the first one ; and the question arises whether the two leagues of the second tract are to be taken exclusive of the lap. If so, the southern diagonal line of the Limantour claim, as laid down on the map, is correct ; but if the claimant is not entitled to the two leagues in addition to the first tract, then the southern line must run from the Mission to a point on the ocean north of the Laguna de Mercedes.

There is a dispute about the locality of the Pueblo line as described by Vallejo. The two ends are admitted by all parties to be fixed, but the question is whether the line strikes Lone Mountain or a hill a mile and a quarter north of Lone Mountain. The Lone Mountain line is generally believed to be the correct one.

The Benito Diaz claim is bounded on the west by the ocean ; on the north by the Golden Gate ; on the east by a due north-and-south line passing east of " the Lagoon ;" and on the south by a due east-and-west line, passing through or near the Laguna Honda.

The Bolton claim covers the whole peninsula from the Vallejo line southward to the ranches of De Haro and Sanchez.

The Peter Smith tract is a strip of land two miles wide west of Larkin street and south of Johnston street and Mission Creek.

A LIST OF TITLES TO LAND IN CALIFORNIA HELD BY LIMANTOUR.

Case No. 780.—Eleven leagues of land, in Sonoma county, known as the Rancho of Lupyomy. Date 20th Oct. 1844. Rejected by U. S. Land Commission.

No. 781.—Eleven leagues of land in Tulare county, known as the Rancho of the Laguna de Tache. Date 4th Dec. 1843. Rejected by the U. S. Land Commission.

No. 782.—Eleven leagues of land in Monterey county, known as the Rancho of the Cienega del Gabilan; granted to Don Antonio Chaves, under whom Limantour claims. Date 26th Cct. 1843. Rejected by the U. S. Land Commission.

No. 784.—A lot four hundred varas square, in the town of Sonoma, being the site of the old Mission vineyard. Date 20th Dec. 1844. Rejected by the Land Commission.

No. 549.—The Islands of the Farallones, Los Alcatraces, and Yerba Buena, and the vacant land on Tiburon Point, north of Angel Island. Date 16th Dec. 1843. Confirmed by the U. S. Land Commission.

No. 715.—A tract of land ten leagues from north to south, and eight leagues from east to west, north-west from Cape Mendocino, bordering on the ocean. Date 20th Dec. 1844. Rejected by the U. S. Land Commission.

No. 783.—Six leagues of land in Los Angeles county, known as the Rancho of Cajuenga. Date 7th February 1845. Rejected by the U. S. Land Commission.

No. 548.—Fifteen thousand acres at the Pueblo of Yerba Buena. Confirmed by the U. S. Land Commission.

The whole amount of land covered by these titles amounts to about 123 square leagues, or 544,000 acres; which in solid block, would form a tract a thirty-three miles square.

CHRONOLOGY OF THE LIMANTOUR CLAIM.

1843. January 3d.—Micheltorena writes to Limantour for money. 10th.—Limantour offers to furnish money and asks for the Yerba Buena grant. 11th.—Micheltorena orders that inquiry be made whether the land is vacant. 14th.—Jimeno, the Governor's Secretary, addresses a letter to Richardson, the Captain of the Port of San Francisco, inquiring whether the land be vacant.

Feb. 25.—Micheltorena writes on the petition of Limantour, stating that the land has been found to be vacant, and ordering the deed to be made out. 29th.—The deed is made out and signed by Micheltorena.

April 18th.—Bocanegra, as Minister of Foreign and Domestic Affairs, and the recognized representative within his jurisdiction, of the absolute power of the Supreme Government, writes his approval on the deed.

Oct. 7th.—Bocanegra issues a decree, approving all the previous grants of land to Limantour, and authorizing Micheltorena to make more.

1853. Feb. 3.—The claim presented to the U. S. Land Commission. 15th.—Deposition of Jimeno.

July 6th.—Dep. of Gomez. 14th.—Dep. of Hartnell.

Sep. 6th.—Dep. of Richardson. 19th.—Dep. of Arce. 29th.—2d Dep. of Hartnell.

Nov. 30.—Dep. of Prudon.

Dec. 12.—Dep. of Alvarado and Graham.

1854. Feb. 20th.—Dep. of José Castro.

April 13.—Dep. of Wm. S. Johnson.

Sept. 21.—Dep. of J. H. Gleason.

Oct. 19th.—Dep. of Rafael Sanchez. 13th.—Dep. of Abrego.

Nov. 11.—Dep. of Larkin.

Dec. 1st.—Dep. of Gonzalez. 23d.—2d Dep. of Gomez.

1855. January 18.—Deps. of Richardson and Whitcher. 19th.—Dep. of Marks.

March 7th.—Dep. of J. S. Evans. 9th.—Dep. of Hoadley. 12th.—Case submitted.

Nov. 27.—Case opened, on motion of the U. S. Law Agent. 30th.—Deps. of Francisco Sanchez, Domingo Feliz, P. A. Roach and H. C. Clarkson.

Dec. 3d.—Dep. of Noe. 4th.—Deps. of Leon, Cruz Sanchez, Fleming, Sherback, Fitch, Diaz, B. Davidson, H. W. Halleck, Cereza, T. O. Larkin, John Parrott, James Bowman, Wm. R. Satterlee, J. S. Thompson, J. R. Bolton, Francisco Sanchez, George Hyde, R. C. Hopkins, J. A. Clarke, W. C. Jones, Isaac Marks and A. A. Green. 8th.—Dep. of Florencio Serrano. 17th.—Case resubmitted.

1856. January 22.—Claim confirmed by the U. S. Land Commission. Appealed to the U. S. District Court.

April 12.—Dep. of Auguste Jouan.

Dec. 9th.—Letanneur's alleged confession before the Grand Jury of the county. 10th.—Indictment of Limantour for forgery and perjury. 30th.—Dep. of Francois Jacomet.

1857. January 17th. Dep. of John S. Cripps.

July 21.—Dep. of Mrs. Greenhow. 22d.—Dep. of Louis Bonvalot. 23d.—Dep. of Wm. A. Streeter.

Aug. 5th.—Dep. of Claudius Frecon. 7th.—Dep. of James Keenan. 8th.—Dep. of Manuel R. Castro. 11th.—Dep. of Manuel Castanares.

Sept. 8th.—Dep. of Teofilo Carrasquedo. 17th.—Dep. of Ignacio Torcida.

Remarks.—This chronology shows that, in my summary of the evidence, I have omitted to mention many witnesses, but the reason is that their testimony has no weight in the case. It shows also the great intervals between the times when the depositions of the principal witnesses for Limantour were taken—a method of procedure not consistent at all with the theory of a conspiracy among them to commit perjury. In such case the testimony would be hurried through before the witnesses could forget the plan or break off from it out of discontent.

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"THE LIMANTOUR CLAIM."

TO THE PUBLIC.

[Title page missing; same work may be found in v.4, no.9]

In the month of February, 1853, José Y. Limantour presented his petition to the Honorable the Board of Land Commissioners appointed to ascertain and settle private land claims in the State of California, to have confirmed to him two certain tracts of land, situate in the county of San Francisco. The lands claimed were described in the petition.

Soon after Mr. Limantour had presented his petition to the Board of Commissioners, the press called public attention to the claim, published the petition, commented upon it with great severity, and evinced an evident intent to prejudice the public mind against it.

From that time to the present, there has occasionally appeared, in some of the city papers, notices of the "Limantour Claim," with hints, inuendoes and imputations of fraud or forgery, or some other dark crime, as connected with it.

Not a few individuals, pretending to claim large tracts of very valuable land within the boundaries of the Limantour claim, have been busy in their street conversations, in denouncing the claim as false and fraudulent.

While these charges have been freely made, unaccompanied and unsustained by the slightest show of evidence, Mr. Limantour has pursued the even tenor of his way, submitting his papers and his documentary evidence, taking his proofs in the legal form and preparing, in a quiet, unostentatious manner, to submit his claim to the consideration of the enlightened tribunal established by law to pass upon its validity.

Severe newspaper articles, false rumors and slanderous imputations, he has not thought it worth his while, hitherto, to notice. He does not feel that his duty to himself, considering the right which he has, in common with all his fellow-men, to protect his own good name and credit, nor that his duty to the public requires him longer to remain silent; he therefore instructs the undersigned, his agent and attorney, to prepare a plain statement of the facts of his case—to present therein, fairly, his documentary and other evidence, that the same may be laid before the public in a pamphlet form—that all who have an interest or a desire, may refer to it for the purpose of satisfying their own minds, *from their own examination*, of the truth and validity—or the falsity and fraud of his claim to the lands described in his petition.

In performing the duty required of the undersigned, by his client, it is proper to inform the public who SEÑOR JOSÉ YVES LIMANTOUR is, and briefly to state the business to which he has devoted himself for the last fifteen years of his life.

He is by birth a Frenchman, and he still claims France as the country to which he owes allegiance. His early life he passed upon the sea, engaged in navigation and commerce.

In the year 1831, he came from France to the port of Vera Cruz, in Mexico, and for several years subsequent to that period, was engaged in commercial enterprises from his native country to that, the most important Mexican port on the Gulf.

In the year 1836, Mr. Limantour came round into the Pacific, and prosecuted his business along the coast of that ocean, from Lima northward. Since the time last mentioned, this Pacific coast has been the theatre of his navigating and commercial operations.

In the month of September 1841, he made a voyage to the ports of Mexico and Lower and Upper California.

On the 26th day of October, A. D. 1841, while attempting to make the entrance of the Bay of San Francisco, he had the misfortune to lose his vessel, the *Ayucucho*, on the point El

Reyes. His vessel was lost, but some portion of the cargo was saved. By the aid and kind assistance of some people at Saucelito, Sonoma and other places, his money, goods and merchandize were saved from the wreck of his vessel, and he was enabled to reach this place, then called Yerba Buena.

Mr. Limantour was detained here nearly a whole year, being unable to procure a suitable vessel to get away, with safety to himself and the property which he had secured from his lost ship.

I must request those who think proper to read this statement, to note this date, viz: the last of October or first of November, 1841, when Mr. Limantour arrived here in Yerba Buena, as then called, now San Francisco, and the fact of his detention here until the autumn of the year 1842.

During his stay here he had abundant opportunity, and he availed himself of it, to become intimately acquainted with this wonderful Bay of San Francisco—the country around it, and particularly with the little town of Yerba Buena—then just beginning to assume some importance in the eye of an experienced, practical navigator and a diligent, sagacious, skillful merchant.

In December, A. D. 1841, while Mr. Limantour resided on the then almost desert shore of Yerba Buena, a vessel came into the Bay from Oregon with several of the officers of the Hudson's Bay Company on board. Amongst the passengers on that vessel was an agent of the French Government, Mr. Duflot de Maufras, who had been sent on a special mission to this coast with a view of enlightening them on the resources and the importance of California and Oregon. M. Duflot de Maufras, who has since published an elaborate and able work on California, having learned on his arrival that there was a countryman of his at Yerba Buena, sought him out and imparted to him the impression he and the English officers entertained of the importance of the Bay of San Francisco, commercially, as well as politically, and the almost certainty of the country soon belonging to England, which was anxious to obtain it in payment of the debt due British capitalists by Mexico. M. de Maufras remarked that the whole conversation of the Hudson's Bay agents turned on that subject, and that if he, Mr. Limantour, "could obtain a grant of land on the Bay of San Francisco, he would one day be as rich as a prince." Mr. Limantour replied—"Since your conviction is so strong in this respect, why don't you petition for them or buy them yourself?" "It is impossible," rejoined M. Duflot de Maufras; "I wear the public livery—I am a public servant—I must go through with the mission chalked out for me."

This conversation settled deep into Mr. Limantour's mind and had a powerful influence with him in the bargain he subsequently made for the purchase of the property he now claims, and which is set forth in his petition in the case under consideration.

During Mr. Limantour's stay at Yerba Buena, from October 1841, to the autumn of 1842, he learnt its whole history from those longest and best acquainted with it. There was hardly a person of any consequence residing here, or at the Mission Dolores, or in the country immediately surrounding the Bay, whom he did not know personally, and with whom he was not on terms of intimate acquaintance. He understood their language sufficiently to hold free and familiar intercourse with all of them.

After a detention here of some eleven months, viz: until late in the autumn of 1842, he succeeded in procuring a small vessel from General M. G. Vallejo, and which, in honor of one of the daughters of the General, he named "*The Fanny*." On this small vessel he embarked the remainder of his goods and effects and sailed down the coast, stopping at the ports of Monterey, Santa Barbara and San Pedro.

It will not be improper here to say that Mr. Limantour, by his energy as a navigator, and his indefatigable industry, enterprise and skill as a merchant, had, at that time, become a man of large property and abundant means. On his passage down the coast in the autumn of 1842, he went into the port of San Pedro, and there anchored his little craft on the first or second day of January, A. D. 1843.

It is proper here to direct attention to another train of events which had been going on for a few years previous to 1842, in California and Mexico. In the years 1835 and 1836 California had been agitated by some political dissensions. The Governors who had been sent from Mexico, had been forcibly driven from Upper California. In 1837 Upper California assumed, for a short time, the attitude of an independent state, with Don Juan B. Alvarado at its head.

Mexico, in order to preserve the Department of Upper California in its connexion with the mother country, and to prevent its separation therefrom, found it necessary to temporize for a while, and thought it advisable to confer upon Señor Don Juan B. Alvarado the office of "Gefe politico," or Governor, by which measure of policy the Home Government hoped to bring back the revolting State to its former allegiance.

The measure was successful for the time being. Governor Alvarado accepted the office tendered to him by the government in power in Mexico; acknowledged the Supreme Government thereof, and thereby put an end to the "Independent State of Alta California."

Governor Alvarado continued to exercise the functions of that office until the year 1842. At this last date, viz. 1842, His Excellency Antonio Lopez de Santa Anna, was at the height of his power; in fact, absolute Dictator of Mexico. His Excellency Santa Anna, seized the occasion which was then afforded him, by the local jealousies existing between some of the prominent men in Upper California, to secure, more perfectly, that Department to Mexico, by the appointment of Señor Don Manuel Micheltorrena, a general officer in the Mexican Army, a devoted and unwavering friend of General Santa Anna, as Governor of the Department of the Californias.

His Excellency President Santa Anna's instructions to Micheltorrena, were issued on the 11th of February, A. D. 1842, in the City of Mexico.

The Treasury of Mexico was then destitute of funds. The Supreme Government were unable to furnish their recently appointed Governor with the means necessary to carry on the Departmental Government. Micheltorrena was sent from Mexico for the seat of his new Goverment in the summer of 1842. He arrived in Upper California about September of that year. He had under his command some four or five hundred men, who had been furnished him by Mexico, and who were called soldiers, but he was almost entirely destitute of provisions, money, munitions, means of transportation, or supplies of any kind for his own support or that of his followers.

From the want of such supplies he was detained at the small town of Los Angeles, in the south part of Upper California, for some months. It was while Governor Micheltorrena was thus detained there, that Señor José Y. Limantour arrived in the port of San Pedro with his little vessel, which he had purchased from General Vallejo, as before stated.

The port of San Pedro is some twenty or twenty-five miles from the town of Los Angeles.

The attentive reader will observe the relative position of Governor Micheltorrena and of Mr. Limantour, in regard to place, at the commencement of the year 1843.

The remaining part of this pamphlet will consist principally of copies of the documentary evidence and other proofs now on file before the Honorable the Board of Land Commissioners, which Mr. Limantour has taken thus far in support of his claim, with such brief notes as may be deemed important in explanation, and for the more readily applying and understanding their force and bearing.

To these documents and proofs Mr. Limantour solicits the careful and scrutinizing attention of the public.

First—Attention is solicited to an original letter written by Gov. Micheltorrena to Señor Don José Y. Limantour, dated on the 8th day of January, A. D. 1843, at the town of Los Angeles. The original is on file; its genuineness abundantly proved, as will be seen by the certified copy from the Secretary of the Board of Commissioners, and the following depositions. It is as follows:

SÑR D. JOSÉ Y. LIMANTOUR.

Township of Los Angeles, January 8th, 1843.

DEAR SIR:

Three months have nearly elapsed, since for want of all species of resources, I have not been able to march my troops towards the Capital. I am in a very wretched position.

Mr. D. Luis Vignes, a countryman of yours, has apprized me of your arrival, and that you have on board both money and merchandise. I would be under obligations to you, if you could let me have such money as is in your power, as well as such of your merchandise, my troops and officers stand in need of. I will give in payment, sight drafts, payable at Mazatlan, by the house of Beecher & Co. I further promise to secure to you the contracts of all that which the Department may require, and also that which you may want for your vessel, to carry a profitable trade. I will use my best endeavors so that you realize great advantages. Should you prefer lands in this country, I can give you such of them as you may select, which are vacant, inasmuch as I have full powers to that effect in both the Californias. And above all, that it is necessary for my troops to live, and extricate ourselves from this wretched condition.

If you can, Mr. Limantour, do me the favor to call and see me forthwith, we will talk over the offers I make and which I hope you will accept.

I am desirous of the honor of conversing with you; meanwhile, I remain your polite servant, and affectionate friend, (B. S. M.)

MANL. MICHELTA.

The undersigned, principal Clerk of the Ministry of Foreign Relations,

{ *Ministry of Relations, L. S.* } *Certify the signature of* SR. D. MANUEL MICHELTORENA, *Former Governor and Commandant-General of the Department of the Californias, found on the reverse, to be authentic.* Mexico, Oct. 29th, 1852.

Fees, four dollars. I. MIGUEL ARROYO.

No. 1738. *Consulate of the U. S. of America,*
Mexico, November 2nd, 1852.

I, the undersigned, for the city of Mexico, hereby certify that the signature of I. MIGUEL ARROYO, subscribed to the foregoing certificate, is in the proper hand-writing of said person, the same as used by him in all his official acts, who is well known to me, and was at the time of subscribing the same, first clerk of the

Department of Interior and Foreign Relations of the Mexican Government, and that all his official acts are entitled to full faith and credence as such.

{ *Register F, folio* 263. } *In testimony whereof, I have hereunto*
{ *Fees,* $2. *L. S.* } *set my hand and affixed the Consular*
Seal, the day and year first above written.

JOHN BLACK, *Consul.*

I, George Fisher, Secretary of the Board of United States Commissioners, to ascertain and settle the private land claims in the State of California, hereby certify that the foregoing is a true and correct translation of an original paper on file in this office, in case No. 548, J. Y. Limantour, and in my charge and keeping, as such Secretary.

Witness my hand this twenty-third day of July, 1853.

(Signed) GEO. FISHER, *Sec'y.*

The second document is the application of Señor José Y. Limantour to Governor Micheltorena, dated at the Pueblo de Los Angeles, on the tenth day of January, A. D. 1843, in which Mr. Limantour proposes to purchase for a price named, the two tracts of land claimed in his petition. The original of this document is found among some of the archives of the former government, now in the possession and under the custody of J. Gleason, Esq., the Deputy Clerk of Monterey County. As to its genuineness, the reader will please to refer to the depositions of Gomez and Hartnell, as also to the corroborating testimony of Jimero and Francisco Arce, and others hereinafter to be found.

TRANSLATION.

Seal of the fourth class, two reals.

Authorized provisionally by the Maratime Custom House of the port of Monterey, in the Department of the Californias, for the year Eighteen Hundred and Forty-Three.

(Signed) MICHELTORENA.

(Signed) MANUEL CASTAÑARES.

{ *Custom House Seal.* }

MOST EXCELLENT GOVERNOR:

I, JOSEPH Y. LIMANTOUR, Captain of the French Marine, before the justice of your Excellency, do with due respect make the following proposals:

First. That I will deliver to the Departmental Treasury a receipt for the sum of Four Thousand Dollars, on account of a larger amount due me from the public hacinda.

Second. That your Excellency will be pleased to grant me for said receipt, the ownership of the two tracts of vacant land, whereof I accompany the plots, and that in first in the land comprised from the line of the Pueblo of Yerba Buena, at the distance of four hundred varas from Mr. William Richardson's old established house (casa fundadora,) towards the S. E., according to a rough map which I have seen in said Richardson's house, and according to 'the information of the inhabitants and the justices of the peace, beginning at the beach on the N. E. and following all the edge of the beach, turning round Rincon Point to the S. E. and following the Bay to the mouth of the Mission Creek, including the salt-water plains, and

Jurisdiction of San Francisco.

Let this be remitted to the competent justice, for him to report whether the two tracts of land mentioned in the present memorial of the French citizen, JOSEPH LIMANTOUR, belong to private persons, corporation or community, and after the corresponding investigations have been made, let the Expediente be returned for the necessary ends which may be required.

Pueblo de los Angeles, January 11th, 1843.

(Signed)
MICHELTORENA.

following the Canâda to the S. W. to where the fresh water runs for use, passing on the N. W. side about two hundred varas from the Mission, until where the two leagues (a little more or less) are completed from the N. E. and S. W., in length and in breadth what there may be from the line of the Pueblo from S. E. to N. W. to the Rincon, as appears by the plot which accompanies No. 1.

Third. Two leagues of land, a little more or less, beginning on the beach of the Estacada, at the old anchorage of the port of San Francisco, underneath the Castle, and following towards the S. E., passing the Presidio—following the Mission road and the line of the S. W. to the beach which runs to the S. of the port—taking said beach on the N. W., turning round Point Lobos, and following to the N. E. all along the beach of the Castle, leaving free the land occupied by said Castle—that is to say, about two hundred varas, and following the beach to the Estacada, where the accompanying plot No. 2 begins.

I therefore request that your Excellency will grant me in payment of the said sum of Four Thousand Dollars, the two tracts of land above mentioned, under the express condition that I may take possession of them when it may best suit me, and without being under the obligation of subjecting myself to any of the conditions prescribed by the colonization law, because my object is to receive said lands not in the class of a gratuitous grant for colonizing, but in the class of a real and true purchase, so that I may sell them—and in fine, enjoy them as may best suit me as my property.

Pueblo de los Angeles, January 10th, 1843.

(Signed) J. LIMANTOUR.

Angeles, February 25th, 1843.

The competent justice having taken and made all the necessary steps and investigations respecting the two tracts of land asked for by the French citizen, Joseph Limantour, and the result being, that said two tracts of land are vacant—the former situated one league, a little more or less, from the line of the Pueblo of Yerba Buena (at the distance of four hundred varas from the house of Mr. William Richardson) to the Bay, and two leagues N. E. S. W. a little more or less;—the second, one league, a little more or less, N. E. S. W., and one league and a half in length, leaving free the land of the Castle, two hundred varas (200 varas,) the said tracts of land mentioned by the said Don José Limantour, Captain of the French Marine, in his petition are granted to him.

Let the title of ownership for the said two tracts of land be made out, in consideration of the good services which he has rendered to the Department.

(Signed) MICHELTORENA.

I, the undersigned, do hereby certify the foregoing to be a true and faithful translation of the original document in the county Recorder's office of Monterey county; and I furthermore certify, that I know the signatures of Manuel Micheltorena, and Joseph Limantour, attached to said original, to be the genuine signatures of the parties purporting to having signed the same.

(Signed) W. E. P. HARTNELL,
State Translator.

Monterey, 29th June, 1853.

I, George Fisher, Secretary of the Board of United States Commissioners, to ascertain and settle the private land claims in the State of California, hereby certify that the foregoing is a full, true, and correct copy of a paper on file among the archives of said Board, and in my care and custody, as such Secretary.

Witness my hand this 26th day of July, 1853.

(Signed) GEORGE FISHER, *Sec'y.*

A true copy of an original document in this office.

(Signed) GEO. FISHER, *Sec'y.*

The third document is a letter from Don Manuel Jimeno, Secretary to Governor Micheltorena, written under the direction of the Governor to Don Guillermo A. Richardson, Captain of the port of San Francisco, making inquiries in regard to the lands which Mr. Limantour proposed to purchase, and for the purpose of ascertaining whether or no the lands were vacant. The letter is dated at Los Angeles, on the 14th day of January,

1843. In connection with this letter, the reader will please to consult the depositions of Jimeno, Richardson and Arce. The original letter is on file, and its genuineness fully proved·

" His Excellency the Governor and Commandant General, desires to have in view information of all the vacant lands, existing in the margin of the bay of San Francisco, and those appertaining to the " Pueblo de Yerba Buena." He requires of you an exact information, accompanied with a plan or map showing clearly the desires of the Government itself, combining for the purpose with the Judge of that jurisdiction. Captain Don José Y. Limantour has asked by way of payment, a grant of two leagues long by one wide, a little more or less, in the lands that he says do not appertain to the Puebla de la Yerba Buena, its boundaries commencing about four hundred varas of from your house, beginning from the side of the same beach, where it turns the whole side to two hundred varas distant from the Mission, and besides Capt. Limantour asks one league of land wide and one and a half long, commencing from " la Estacada" on " fondeadaro antique," taking along the beach to the N. W. turning to the " Punta de Lobos," and following to the N. E. along the beach of the castle, leaving the tract which said castle occupies, distant two hundred " varas," and following the beach to the " Estacada," where it began.

Therefore his Excellency the Governor orders me to state to you, that he relies on your *theoretical* and practical knowlege, in order that you send the required information.

God and Liberty; Angeles, January 14, 1843.

(Signed) MANUEL JIMENO."

Senor Capitan of the Port
of San Francisco,
Don Guillermo A. Richardson.

I, George Fisher, Secretary to the Board of U. S. Commissioners to ascertain and settle the private land claims in California, do hereby certify that the foregoing is a true and correct copy of a paper filed in case No. 548, (wherein José Y. Limantour is claimant,) endorsed "Translation of Exhibit No. 1, A. F."

annexed to deposition of "Wm. A. Richardson," and among the archives of said Board, in my care and custody as such Secretary.

Given under my hand, this 22d day of September, 1853.

GEORGE FISHER, *Secretary.*

The fourth Document to which attention is asked, is a private letter from Señor Jimeno to Mr. Limantour, dated at Los Angeles on the 2d day of February, 1843, relating to the same business. The original is on file, and proved to be in Jimeno's hand writing, it is offered to show the progress of the business in regard to the land proposed to be purchased by Limantour.

Sñr. D. José Limantour, Captain, *Angeles, 2d February,* 1843.

Dear Sir: I have received your polite letter, and have communicated it to the General, who is courteous to all, but having asked certain informations, it will be good to delay for a few days, and for you to call and see him. On my part I will do all that lays in my power, and should I leave him, you will be well recommended to my successor.

It will afford me pleasure to see you on your return from Mexico; meanwhile I remain your ob't. servant, &c. (B. S. M.)

MANUEL JIMENO.

I, George Fisher, Secretary of the Board of United States Commissioners to ascertain and settle the private land claims in the State of California, hereby certify that the foregoing is a true and correct translation of an original paper on file in this office, (No. 548, J. Y. Limantour,) and in my charge and keeping as such Secretary.

Witness my hand this 23d day of July, 1853.

GEORGE FISHER, *Sec'ry.*

If the reader will take time to reflect a moment upon the foregoing documents, he will not fail to observe the dates of each, and the place were they were written and executed. On the eighth day of January, 1843, Micheltorena writes to Limantour, soliciting in the most urgent manner, supplies of money and merchandise, and stating to Mr. Limantour that he could repay in drafts—that he, the Governor, would recommend him for government contracts;—and last of all and above all, stating to Mr. Limantour that he had full power to grant vacant lands in the Californias, and would do so if he and Mr. Limantour could negotiate. On the tenth of January, 1843, Mr. Limantour makes his application to purchase the two tracts of land now claimed by him in this case. On the eleventh of January, 1843, Governor Micheltorena makes his order for the inquiry, to ascertain if the lands which Mr. Limantour proposes to purchase, are vacant. On the fourteenth Jan'y, 1843, Jimeno addresses the letter of inquiry to Richardson, and on the twenty-fifth of February, 1843, Governor Micheltorena completes the expediente by saying, as in document No. 2, hereinbefore set forth, that "the competent justice had taken the necessary "steps and investigations respecting the said two tracts of land "asked for by the French citizen, José Limantour, and the result "being, that they were vacant," &c. "The said two tracts of "land mentioned by the said Don José Limantour, in his "petition are granted to him. Let the title of ownership for "the said two tracts of land be made out in consideration of "the good services which he has rendered to the Department."

Now, here comes the grant itself—executed in the town of Los Angeles, on the twenty-seventh day of February, A. D. 1843. Approved by the proper minister, connected with the Supreme Government of Mexico, on the eighteenth day of April, A. D. 1843. Read it—and say, who can, that my client is attempting to make available a false, fraudulent or simulated claim. The original document is on file with the Secretary of of the Board of Commissioners. It has been there for months. The genuineness of the signature of Governor Micheltorena thereto, has been abundantly proved. The most virulent opposer of the claim admits its genuineness, and hitherto not one scintilla of evidence has been offered to impeach the genuineness or validity of this document.

FIRST STAMPS. EIGHT DOLLARS.

Legalized temporarily, by the Maritime Custom House, of the port of Monterey, in the Department of the Californias, for the year One Thousand Eight Hundred and Forty-Three.

(Signed) MICHELTORENA.

(Signed) MANUEL CASTAÑARES.

{ *Maritime Custom House of Monterey.* }

The citizen, MANUEL MICHELTORENA, *Brigadier General of the Mexican Army, Adjutant Gen'l of the Staff of the same, Governor and Commandant General of the Department of the Californias:*

April 18*th*, 1843.
The Supreme Provisional Government of the Mexican Republic, in the exercise of the extraordinary powers, with which it is invested, and taking into consideration the good services rendered by the French citizen, Don. J. Y. LIMANTOUR, ratifies and approves the grant made—based upon preëxisting lawful provisions, and granted to the local authority of California, and by which it confirms the property granted of the vacant lands, which this document makes mention, which is returned to the party interested.
(Signed)
BOCANEGRA.

Whereas, DON JOSÉ Y. LIMANTOUR Captain of the French Navy, and a denizen of the Department has negotiated, in consideration of loans, in merchandise and ready money, which he has made to this Government at different times, to obtain the grant of the land contained from the line of the Pueblo de la Yerba Buena, distant four hundred varas from the settlement house (casa fundadora) of Don William Richardson to the south-east, beginning on the beach at the north-east and following it along its whole edge (margin,) turning round the point of Rincon to the south-east, and following the bay as far as the mouth of the estuary of the Mission, including the deposits of salt water and following the valley (Cañada) to the south-west, where the fresh water runs, passing to the north-west side, about two hundred varas from the Mission to where it completes two leagues north-east and south-west to the Rincon as represented by the plat (diseño) No. 1, which accompanies the Expediente.

Second. Two leagues of land, more

or less, beginning on the beach of the "Estacada" at the ancient anchorage of the port of San Francisco, below the Castle (castillo,) following to the south-east, passing the "Presidio" (military post)—following the road of the Mission, and the line to the south-west as far as the beach which runs to the south from the port, taking the said beach to the north-west, turning round the Point Lobos and following to the north-east, along the whole beach of the Castle (castillo,) two hundred varas, and following the beach as far as the "Estacada," where begins the plat (diseño) No. 2. Having previously instituted the suitable proceedings and investigations, and resulting from them, that the two before mentioned tracts of land are vacant, exercising the authority with which I am invested, in the name of the Mexican nation, I have resolved to make him a complete and absolute grant of the said two tracts of land, that he may enjoy them in the manner and when it may suit him, declaring them by these present letters his legal property. In consequence whereof, he may occupy the mentioned two tracts of land when it may most suit him, destining them to such use or culture as may best accommodate him. In consequence whereof, I command that the present title, being held firm and valid, a record of the same be made in the office of the Secretary of the Despatch, and that it be delivered to the party interested for his security.

Given in the town of Los Angeles, the twenty-seventh day of February One Thousand Eight Hundred and Forty-Three.

(Signed) MANUEL MICHELTORENA.
{L. S.}

The undersigned, chief clerk of the Department of the Interior and Foreign Relations, certifies that the signatures of Bocanegra, who was Minister of Relations, and that of Manuel Micheltorena, who was Governor and Commandant General of the Department of the Californias, which appear in this document, are genuine signatures.

(Signed) I. MIGUEL ARROYO.
Mexico, October 29, 1852.

No. 1751. *Consulate of the United States of America, Mexico, November 2nd,* 1852.

I, the undersigned, Consul of the United States of America, for the city of Mexico, hereby certify that the signature of I. Miguel Arroyo, subscribed in the foregoing certificate, is in the proper hand-writing of said person, the same as used by him in all his official acts, who is well known to me, and was at the time of subscribing the same, first clerk of the Department of Interior and Foreign Relations of the Mexican Government, and that all his official acts are entitled to full faith and credit as such.

Register F, Folio 264.
Fees, $2. *L. S.*

In testimony whereof, I have hereunto set my hand, and affixed the Consular Seal, the day and year first before written.

(Signed) JOHN BLACK, *Consul.*

I, George Fisher, Secretary to the Board of United States Commissioners to ascertain and settle the private land claims in the State of California, hereby certify the foregoing to be a true and correct translation of an original paper on file in this office, in case No. 548, José Y. Limantour, and in my care and custody, as such Secretary.

Witness my hand this 26th day of July, 1853.

(Signed) GEORGE FISHER, *Sec'y.*

A true copy of an original on file.

GEORGE FISHER, *Sec'y.*

In the foregoing pages, the correspondence between Governor Micheltorena and Señor Limantour, and the correspondence by the Secretary of the Governor, making inquiries about the lands—the orders and decrees of the Governor—the original grant of the two tracts of land to Señor Limantour, by Governor Micheltorena, together with the approval of the Supreme Governor of Mexico of the grant, with the certificates of the chief clerk of the Department of the Interior and Foreign Relations, and of the American Consul at Mexico, have all been laid before the public.

The next document is a copy of a communication written by order of the most Excellent Señor President Santa Anna—by his Minister of Exterior Relations and Government—Bocanegra, to His Excellency Don Manuel Micheltorena, approving of the grants which had been made to Señor Limantour, and also granting permission for further grants to him of city, town or country property by the said Governor of the Californias. This document bears date in the city of Mexico on the seventh day of October, 1843, and the copy on file, verified by Governor Micheltorena and Secretary Jimeno, is dated the twenty-fifth of December, 1843. The proof of this document will be found in the second deposition of Mr. W. E. P. Hartnell.

The document is as follows:—

FIRST STAMP. EIGHT DOLLARS.

Provisionally legalized by the Maritime Custom House of the port of Monterey, in the Department of the Californias, for the year One Thousand Eight Hundred and Forty-Three.

MICHELTORENA.

MANUEL CASTAÑARES.

Stamp.

Manuel Micheltorena, Brgadier General of the Mexican Army, Adjutant General of the Staff of the same, Governor, and Commandant General of the Department of the Californias:

I certify that by the last mail arrived from the interior, I have received a note of the following tenor:

" Ministry of Exterior Relations and Government."—Account having been given to the Most Excellent Señor President of the official note of Your Excellency dated the 24th Feb. last, wherein you enclosed the memorial which Don José Y.Limantour, Captain of the French marine, made to this Government in order to acquire property in that portion of the frontier, His Excellency in consideration of the good deportment and services, which this foreign individual has rendered to that very Department, and conformable with Article 9th, of the Decree of the 11th of March of the year last past, whereby the Government reserved to itself the power of granting to foreigners that sort of permission, has been pleased to grant to him, the said Limantour, sufficient leave, that he may acquire, besides the property which he has already acquired and have been recognized by the Supreme Government, further country, town or any other property, conformably with the said decree, and other laws of colonization, which I have the honor to communicate to Your Excellency for your knowledge, and the purposes regarding thereto; presenting to Your Excellency again, the assurances of my high estimation and distinct esteem.

God and Liberty. BOCANEGRA.
Mexico, October 7, 1843.

To His Excellency the Governor and Commandante General of the Department of the Californias. And at the request of said Limantour I grant these presents, containing a legal copy, the original remaining in the archives of the Government, which (copy) in testimony I sign with the Secretary of Despatch in Monterey, the 25th December, 1843.

(Signed) MANUEL MICHELTORENA.
(Signed) MANUEL JIMENO.

I, George Fisher, Secretary of the United States Land Commission to ascertain and settle private land claims in the State of California, do hereby certify that the foregoing is a true and correct translation of a Spanish document in the case No. 548, (José Y. Limantour,) now on file in this office.

(Signed) GEORGE FISHER, *Sec'y.*
San Francisco, October, 1853.

Having presented the foregoing documents, I propose now to submit to the public for examination and full and mature consideration, perfect and entire copies of the depositions taken hitherto in support of the claim of Señor Limantour, to the two tracts of land mentioned in the deed of Governor Micheltorena to him, dated February 27th, 1843, and herein before set forth.

The first deposition is that of Señor Don Manuel Jimeno.

In regard to this deposition of Señor Jimeno, in justice to myself I ought to say that it was taken within a very few days after the petition of Señor Limantour was filed with the Secretary of the Board of Land Commissioners. I had only a short time to examine the papers of my client, and was much embarrassed in my investigations of his cause, by not being able at that time, to read the Spanish language with facility, or to converse freely with a witness who spoke no other. Señor Jimeno was about leaving California for the City of Mexico, on the 15th of Feb'y. 1853, when his deposition was taken, and I was obliged to take his deposition somewhat in a hurry, and before I had obtained that full knowledge of all the facts and documents relating thereto, which I have acquired since that time. I can only say that I should be most happy if I could now have the opportunity of a further examination of Señor Jemino; a witness so intelligent, honest and conscientious,—with the advantage I should now have of calling his attention to various original letters, papers, documents and books in the archives of the former Government, the existence of which I did not know at the time his deposition was taken. This witness is not in California, and has not been to my knowledge since February, 1853, and I do not know as it will be in my power to get his further testimony. His deposition is submitted as follows:

San Francisco, Feb. 15th, 1853.

On this day, before Commissioner H. I. Thornton, came Manuel Jimeno, a witness in behalf of the claimant, José Y. Limantour, petition No. 548, and was duly sworn, his evidence being interpreted by the Secretary.

QUESTIONS BY CLAIMANT.

Question 1.—What is your name, age and place of residence?

Answer.—My name is Manuel Jimeno—my age forty-nine years, and my residence in Monterey county.

Question 2.—Do you know Don Manuel Micheltorena, formerly Governor of California, and do you know José Y. Limantour, the petitioner in this case?

Answer.—I am acquainted with both these persons.

Question 3.—Do you know if those two persons were together in the city of Los Angeles in Upper California, in the winter of 1842 and 1843. If yes, state if you know that negotiations were at that time going on between them, and what were those negotiations about. Please to state all you know about that matter?

Answer.—I know that those persons, Micheltorena and Limantour were at the city of Los Angeles at the close of the year 1842, and the beginning of the year 1843; as to the business between those persons, I know that Limantour sold on credit to Micheltorena for the use of the army goods, in payment of which he received drafts on the Custom House at Mazatlan and on the Government of Mexico, as I understood from Micheltorena. I understood that he was soliciting from Micheltorena grants of land, but I do not know whether he obtained them.

Question 4.—Did you leave Los Angeles before they completed their negotiations?

Answer.—I left there in the commencement of the year 1843, and before they had concluded the business they were negotiating.

Question 5.—Do you know whether Micheltorena was procuring money for the use of himself and his forces from Limantour, as well as goods?

Answer.—I know that Micheltorena received money from Limantour, but I don't recollect how much.

Question 6.—At what time of the year 1843, did Governor Micheltorena arrive at Monterey?

Answer.—About the month of August, of that year, as I think, I am not positive.

Question 7.—After Governor Micheltorena arrived in Monterey in the year 1843, did you understand from the Governor aforesaid, that he had made a grant of land to Limantour in consideration of the goods and moneys that Limantour had furnished to him?

Answer.—I did not so understand from Micheltorena.

Question 8.—Have you at any time understood from Governor Micheltorena that he had granted to Limantour lands adjoining the Pueblo Yerba Buena and Mission Creek, and also in the neighborhood of the Presidio?

Answer.—I have never heard him say so.

Question 9.—Have you ever known from the archives of the Government of California of the grants of land by Governor

Micheltorena to Limantour, adjoining the Pueblo Yerba Buena and near the Presidio?

Answer.—I understand that Limantour petitioned for land, but I do not know that the grant was made. I recollect that information was asked for some lands that Limantour petitioned for. I, as Secretary, asked for this information, but of what anthority I asked this information, I do not recollect.

CROSS QUESTIONS BY THE UNITED STATES LAW AGENT.

Question 1.—When did Micheltorena first arrive in Monterey?

Answer.—I believe it was in the month of August.

Question 2.—Did you see the Governor from the time you left him at Los Angeles, until he arrived in Monterey?

Answer.—I did not see him during that time.

Question 3.—Did Micheltorena have a Secretary at Los Angeles, and if so, who was it?

Answer.—He had. It was Don Francisco Arce.

Question 4.—Do you know if Micheltorena made any grants of land at Los Angeles after you left?

Answer.—He did make many.

Question 5.—Were Expedientes kept of these grants?

Answer.—In some of those grants there were no Expedientes found in the office—in others, there were.

Question 6.—Was a registry kept of all those grants made by Micheltorena?

Answer.—In some there was no such registry.

Question 7.—Do you recollect to whom any of the grants made by Micheltorena at Los Angeles were given?

Answer.—One of them was made to Mariana Guadalupe Vallejo, of the place called Rancho National. I don't recollect any others, though there were several persons.

Question 8.—When did you see Limantour next after leaving at Los Angeles?

Answer.—I saw him frequently in Monterey, but do not recollect the time. He used to come there often with his vessel.

Question 9.—Did Limantour himself tell you that he had received from Micheltorena grants of land near San Francisco?

Answer.—I have heard him say that the Governor did attend to his petition. I did not understand Limantour to say positively that he had received a grant from Micheltorena.

(Signed) MANUEL JIMENO.

U. S. Law Agent present.

Sworn to and subscribed before me, this fifteenth day of February, 1853.

HARRY I. THORNTON,
Commissioner.

I, George Fisher, Secretary of the Board of United States Commissioners, to ascertain and settle private land claims in the State of California, hereby certify that the foregoing is a full, true and correct copy of a paper on file, among the archives of said Board, and in my care and custody, as such Secretary.

Witness my hand this twentieth day of October, A. D. 1853.

GEORGE FISHER, *Sec'y.*

The next deposition is that of Señor Don Vicente Prefecto Gomez. His testimony relates to the document found in the archives at Monterey, and is what is termed the Expediente, consisting of Señor Limantour's proposal to purchase the two tracts of land adjoining Yerba Buena and near the Presidio,—dated January 10th, 1843; and Governor Micheltorena's decrees thereon, of the 11th of January, 1843, and 25th of February, 1843. It is the second document hereinbefore set forth on the eleventh, twelfth and thirteenth pages of this pamphlet.

San Francisco, July 6th 1853.

On this day before Commissioner Alpheus Felch, came Vicente Prefecto Gomez, a witness on the part of José Y. Limantour, claimant in case No. 548, and was duly sworn, his evidence being interpreted by the Secretary.

The United States Associate Law Agent was present.

QUESTIONS BY GENERAL WILSON, ATTORNEY FOR THE CLAIMANT.

Question 1.—What is your name, age and place of residence, and how long have you lived at your present place of residence?

Answer.—My name is Vicente Perfecto Gomez. I am about thirty years of age, and live at Monterey, where I have resided since the year that Micheltorena went to Monterey.

Question 2.—Was you with Governor Micheltorena at Los Angeles, and if so, in what capacity was you with him there?

Answer.—At Los Angeles I was with him in my individual capacity, and had no official position. I was with Micheltorena while he was at Monterey and was one of the clerks in the Governor's office, and also in the Departmental Treasury.

Question 3.—Have you ever seen any papers or documents purporting to be a petition made by Don José Y. Limantour to Don Manuel Micheltorena, Governor of California, soliciting a tract of land adjoining the Pueblo of Yerba Buena, and any order of Governor Micheltorena on said petition.

Answer.—I have seen it, and I know where the original is in the hand-writing of Mr. Limantour, and the order is in the hand-writing of Governor Micheltorena, written without the intervention of any other person.

Question 4.—When did you first see these papers?

Answer.—In the year 1843.

Question 5.—Where did you see them at that time?

Answer.—In the Secretary's office of Governor Micheltorena.

Question 6.—Since giving your answer to the former interrogatories, have you seen the said original papers again?

Answer.—I have. I saw them at Monterey on the 29th June last, in the afternoon of that day.

Question 7.—Please look at the paper here presented, marked "Exhibit A," and say if it is a true and certified copy of the original paper and document referred to in your former answer?

Answer.—It is. It is copied faithfully from the original and is in my own hand-writing. It is certified by the Recorder of the county of Monterey, at my own request.

Question 8.—You say that you first saw the original in the office of the Secretary of the Governor in 1843. Please to state the circumstances under which you first saw the original papers in the office of the Recorder of Monterey?

Auswer.—At the request of José Castro, I went to the office of the Recorder to examine the papers in reference to some property which he had at San Juan Bautista. On that examination, looking over the old archives in search of the documents required, I found these papers. After finding these papers, I put them back again into the bundle, and put the bundle back again. I went and got Dr. Olarte of Monterey, to go with me to the Recorder's office. I then, in presence of Olarte, made a copy of the documents. The Recorder afterwards compared the copy with the original most scrupulously, and then certified it. After I first found the paper I went and consulted José Abrigo, and he advised me to take a copy of it, which I did, as I have above stated, and which is the paper marked "Exhibit A."

QUESTIONS BY MR. GREENHOW, LAW AGENT.

Question 1.—When you saw the papers at the Recorder's office at Monterey, did you recollect of ever seeing it before?

Answer.—I did recollect of seeing it before. I was attached to the Secretary's office of Governor Micheltorena and recollected having seen it at that time, having known the party, Mr. Limantour, also at that time.

Question 2.—Had you any intercourse with Mr. Limantour since his last arrival in California and prior to your finding these documents?

Answer.—I had not, and if Mr. Abrigo's son had not pointed out to me Mr. Limantour at the Washington Hotel in San Francisco, I should not have known him.

Question 3.—Whose hand-writing appears on the original papers?

Answer.—No other hand-writing appears on the original papers but Mr. Limantour's and Governor Micheltorena's.

Question 4.—Did you recognize Mr. Limantour's hand-writing when you first saw it, from your recollection of it?

Answer.—I did not the hand-writing of Mr. Limantour, but I did that of Micheltorena.

Question 5.—Did you find at the Recorder's office any of the papers of which you were in search for Mr. Castro?

Answer.—I did not look for them any longer after I found those of Mr. Limantour's.

Question 6.—Was the Recorder or any one else present when you found these papers?

Answer.—The Recorder was present when I found them. He was at that time conversing with me and standing off a little at one side.

Question 7.—Did you say any thing to the Recorder about it at the moment when you found the papers?

Answer.—I did not say any thing to him; when I found the papers I put them back immediately and did not say any thing.

Question 8.—Had you examined the said papers often before?

Answer.—Since the American Government has taken possession of this country I have not been in any office. While the Mexican Government existed here I often examined these papers, but since the Americans took possession I have never examined them.

Question 9.—Before the Americans took possession where were these papers kept?

Answer.—All I can say conscientiously is, that these papers ought to have been in the office of the Secretary of State of the Departmental Government while the Mexican Government existed here, but I believe these papers have got into the office of the Justice of the Peace by some accident, during the revolution with Micheltorena, or during the American war.

(Signed) VICENTE PERFECTO GOMEZ.

Sworn and subscribed before me this sixth day of July, A. D. 1853. That portion of this deposition which precedes the 6th Question on the part of the claimant, was taken on the 23d June, 1853, and the remaining portion on the day last above written. Mr. Greenhow, the Law Agent, was present during the whole time of taking the deposition.

ALPHEUS FELCH,
Commissioner.

I, George Fisher, Secretary to the Board of Commissioners, to ascertain and settle the private land claims in California, do hereby certify that the foregoing is a full, true and correct copy of the deposition of Vicente Perfecto Gomez, filed in Case No. 548, wherein José Y. Limantour is claimant, among the archives of said Board, and in my care and custody as such Secretary.

Given under my hand at the city of San Francisco this 19th day of October, A. D. 1853.

GEO. FISHER, *Sec'y.*

The next two depositions are made and sworn to by W. E. P. Hartnell, Esq. It is entirely unnecessary to inform any body who has known the public men of California for the last quarter of a century, who he is. Every body knows him; every body respects, honors and esteems him. His word is truth—always. He is incapable of having any thing to do with falsehood or fraud in any form, and no man in his senses, would ever dream of asking W. E. P. Hartnell to verify a spurious or simulated paper or document.

The documents referred to in these depositions are as follows, viz:

Exhibit No. 1, in the 1st Deposition, is the Expediente found in the archives at Monterey, viz: Limantour's proposition to purchase the lands, with Governor Micheltorena's decrees of the 11th January and the 25th February, 1843 thereon.

Exhibit No. 2, is the original letter from Governor Micheltorena to Señor Limantour, dated on the 8th of January, 1843, written at Los Angeles.

Exhibit No. 3, is the original letter written by Manuel Jimeno to Señor Limantour dated Los Angeles, February 2d, 1843.

Exhibit No. 4, is the original deed from Governor Micheltorena to Señor Limantour, dated February 27, 1843.

Exhibit No. 1, annexed to the 2d deposition of Mr. Hartnell, is the copy of the approval by the Supreme Government of Mexico, of the grants made by Governor Micheltorena to Señor Limantour, dated at Mexico on the 7th day of October, A. D. 1843, and certified by Governor Micheltorena and Secretary Jimeno on the 25th day of December, 1843.

San Francisco, July 14, 1853.

At this day, before Commissioner Alpheus Felch, came W. E. P. Hartnell, a witness produced in behalf of José Y. Limantour, claimant in Case No. 548, and was duly sworn, his evidence being given in the English language.

The United States Law Agent and Assistant Law Agent were notified and attended.

QUESTIONS BY GEN. WILSON, ATTORNEY FOR CLAIMANT.

Question 1.—What is your name, age and place of residence?

Answer.—My name is W. E. P. Hartnell, my age fifty-five years, and I reside at Monterey in California, and I have resided at that place thirty-one years.

Question 2.—What offices did you hold under the government while Mexican authority continued in Upper California?

Answer.—I have held a great many; among others I was Inspector General of the Missions. I have been Appraiser of the Custom House, Collector of the Custom House and Regidor, and acting Alcalde. I was Director of a College two years and a half.

Question 3.—Please look at the papers here shown to you, marked at the top of the first page A. F., and also on the back as "Exhibit No. 1," and say if it is in your hand-writing; is it as you have certified, a true translation of the original papers which you refer to in your certificate written thereon?

Answer.—I have looked on it. It is in my hand-writing, and is a true translation of the paper referred to in my certificate written on it.

Question 4.—Where is the original paper now, according to the best of your knowledge and belief?

Answer.—I believe it to be in the Recorder's office at Monterey. The Recorder's name is James Gleason.

Question 5.—State what you know of said original papers, when and where you first saw it, the circumstances which called your attention to it.

Answer.—The first time I saw it was about a month or six weeks ago. The Recorder first called my attention to it. He said he had in his possession a paper respecting Mr. Limantour's claim, which he believed to be original, and desired me to look and give my opinion.

Question 6.—Have you seen José Y. Limantour write, and have you seen Don Manuel Micheltorena write, and are you acquainted with their hand-writing? If yes, state whose hand-writing appears on said original paper, as well the body of the writing as the signature.

Answer.—I have seen both of them write, but Manuel Micheltorena much more frequently than Limantour. The body of the petition in said original paper and the signature thereto, are, I believe, in the hand-writing of the said Limantour; and both the body and the signature of the two Decrees in said original paper I know to be in the hand-writing of said Micheltorena.

Question 7.—From your examination of said original paper have you any doubt of the genuineness of the signatures of those persons or of the paper itself?

Answer.—I have no doubt whatever.

Question 8.—How long have you been acquainted with Don José Y. Limantour? Did you know of his being on terms of intimacy and having extensive business transactions with Don Manuel Micheltorena while he was Governor of California?

Answer.—I have known Mr. Limantour since the year 1841 or 1842. I know he was very intimate with Micheltorena, and had several business transactions with him.

Question 9.—Look at the paper here presented, marked at the top of the first page with the initials "A. F." and on the back "Exhibit No. 2," and state whether you know the hand-writing of the body of the letter and the signature thereto.

Answer.—I know them both to be in the hand-writing of

Manuel Micheltorena. I know nothing of the hand-writing of the certificate on the back of the letter.

Question 10.—Look on the paper here presented, marked at the top thereof with the initials " A. F." and on the back thereof as " Exhibit No. 3," and say whether you know the hand-writing of the body of the paper and the signature.

Answer.—They are in the hand-writing of Manuel Jimeno both the body of the letter and the signature. Manuel Jimeno was Secretary to Governor Micheltorena.

Question 11.—Look on the document here presented, marked at the top of the first page " A. F." and on the back as " Exhibit No. 4," purporting to be the original deed from Manuel Micheltorena, Governor of California, to Don José Y. Limantour, dated at Los Angeles on the twenty-seventh day of February in the year eighteen hundred and forty-three, and say whether the signature of Don Manuel Micheltorena thereto is genuine.

Answer.—It is the signature of Manuel Micheltorena.

Question 12.—Please state what you know of the manner in which the public archives were kept while the Mexican authority continued in Upper California, and during the various revolutions and disturbances which occurred during the latter part of the Mexican rule, and at the time and subsequent to the Americans taking possession.

Answer.—I knew the archives to be in several different houses in Monterey. I also knew them to be moved from Monterey to Los Angeles, and to be returned again to Monterey. After they were returned to Monterey, I knew them to be thrown into a confused heap into the Custom House. This was about the the time Americans took possession of the country. I was desired by General Kearny to have the archives removed into the Government office for the purpose of having them arranged; in consequence whereof several cart-loads were transferred into the Government office. This was the same building in which is now the Recorder's office at Monterey. I likewise knew that several documents belonging to the Government Archives have been found in the Alcalde's offices at Monterey, and many in the hands of private persons, some of which I myself have placed in the archives by order of Governor Mason, giving the parties in lieu thereof certified copies or translations of the same. Whenever any such document was restored to the archives, it was always endorsed either by the Governor, by Mr. Halleck, who was Secretary, or by myself, with the date and name of the person by whom it was deposited.

Question 13.—Did you see Mr. Limantour at Monterey, from the time the Americans took possession of the country, until since you saw the original document in the Recorder's office at that place, of which document you have made the translation, as above in this deposition stated.

Answer.—To the best of my recollection, I did not see him there during that time.

QUESTIONS BY MR. GREENHOW, ASSISTANT LAW AGENT, AND MR. HOWARD, LAW AGENT.

Question 1.—Look at the original deed marked " A. F." and " Exhibit No. 4," and say whether you consider the rubricas of Micheltorena and Manuel Castañares, affixed to the stamp on the first page to be genuine?

Answer.—The rubrica of Micheltorena is not so clearly made as his rubricas in general are, but I have no motive for supposing either of the two rubricas to be forgeries. When the Governors of California had to put their rubricas to stamped paper, there were placed before them at times some hundred sheets, and they were necessarily careless how they made their rubricas.

Question 2.—Look at the writing of the body of said document, and say whether you are acquainted with the hand-writing?

Answer.—I do not know the hand-writing.

Question 3.—When did you first see the paper above mentioned marked " A. F." and " Exhibit No. 4."

Answer.—I saw it to-day for the first time.

Question 4.—What has been your opportunity of knowing about the existence of grants of land in California?

Answer.—During the whole time of the existence of the military government here, under the United States, I had the situation of Government Translator, and I made an Index of all the California land titles which I could find. I had nothing to do with the Government Archives under the Mexican Government.

Question 5.—When did you first hear of the existence of the above described grant to Mr. Limantour ?

Answer.—I first heard of it lately by public rumor, since Mr. Limantour came to San Francisco to make his claim.

Question 6.—How many times have you seen Mr. Limantour in California since 1841, and when?

Answer.—I cannot recollect dates well. I saw him in Monterey frequently between 1841 and 1845 or 1846.

Question 4.—Has Mr. Limantour ever had any occupancy or actual possession of the land described in the grant?

Answer.—Not to my knowledge.

Question 8.—Where has Mr. Limantour had his residence from the time you first knew him until the present time?

Answer.—I never knew that he had any fixed residence in California. I knew him to come back and forth to Monterey in a vessel. His occupation was that of a merchant. He came as Captain and owner of the vessel and cargo.

(Signed) W. E. P. HARTNELL.

Sworn and signed before me, this fourteenth day of July, A. D. 1853, at San Francisco, and I have annexed hereto the Exhibit, presented at the time of taking this deposition, and referred to therein. The Law Agent objected to the third, fourth, fifth, sixth and seventh interrogatories propounded by the claimant's attorney, and the answers thereto; and the same were received subject to such objection.

(Signed) ALPHEUS FELCH, *Commissioner.*

I, George Fisher, Secretary to the Board of Commissioners to ascertain and settle the private land claims in California, do hereby certify that the foregoing is a true and correct copy of the deposition of W. E. P. Hartnell, filed in case No. 548, (wherein José Y. Limantour is claimant,) among the archives of said Board, and in my care and custody, as such Secretary.

Given under my hand, at the city of San Francisco, this eighteenth day of October, A. D. 1853.

(Signed) GEO. FISHER.

SECOND DEPOSITION OF MR. HARTNELL.

Office of the Board of U. S. Commissioners, &c.

This day, before Commissioner Alpheus Felch, came Wm. E. P. Hartnell, a witness in behalf of claimant, José Y. Limantour, No. 548, who after being duly sworn, deposed as follows:

QUESTIONS BY GEN. JAMES WILSON, ATTORNEY FOR CLAIMANT.

Question 1.—What is your name, age and place of residence?

Answer.—My name is William E. P. Hartnell, my age fifty-five years, and I reside at Monterey in California.

Question 2.—Look on the document now here presented, marked "Exhibit No. 1," with the initials "A. F." annexed to this deposition, and purporting to be a copy of an order from the General Government of Mexico, approving of the grant of land by Governor Micheltorena to Don José Y. Limantour in the Californias, and also authorizing said Governor Micheltorena to make further grants to said Limantour, bearing date at Mexico on the 7th day of October, A. D. 1843, and state whether the signatures of Manuel Micheltorena and Manuel Jimeno thereto are genuine signatures, and whether you recognize the hand-writing of the body of said paper, and if so, state whose writing you believe it to be.

Answer.—I have examined said document; the signatures of Manuel Micheltorena and of Manuel Jimeno appearing thereto, are the genuine signatures of Manuel Micheltorena and Manuel Jimeno, respectively. I have frequently seen both of them write, and have no doubt at all of the genuineness of those signatures. As to the hand-writing of the body of the document, I am not positive whose it is, but I believe it to be in the handwriting of Francisco Arce.

QUESTION BY MR. GREENHOW, ASSOCIATE LAW AGENT.

Question 1.—When did you first see the document abovementioned?

Answer.—I do not recollect ever having seen it before yesterday, nor did I ever hear of it before.

(Signed) W. E. P. HARTNELL.

Subscribed and sworn to before me at San Francisco, this 29th September, 1853.

(Signed) ALPHEUS FELCH,
Commissioner.

September 29, 1853.

It is agreed that the foregoing deposition and the document proved hereby, may be used in cases No. 549 and 715.

(Signed) J. WILSON.
(Signed) ROBERT GREENHOW,
Associate Law Agent.

I, George Fisher, Secretary to the Board of Commissioners, to ascertain and settle the private land claims in California, do hereby certify that the foregoing is a full, correct and true copy of the deposition of W. E. P. Hartnell, filed in case No. 548, (wherein José Y. Limantour is claimant,) among the archives of said Board in my care and custody as such Secretary.

Given under my hand this 17th day of October at San Francisco, A. D. 1853.

GEORGE FISHER, *Sec'y.*

DEPOSITION OF WM. A. RICHARDSON.

Office of Commissioners of Land Claims in California.

This day before Commissioner Alpheus Felch, came William A. Richardson, a witness in behalf of claimant, José Y. Limantour, case No. 548, who after being duly sworn, deposed as follows:

QUESTIONS BY GEN. WILSON, ATTORNEY FOR CLAIMANT.

Question 1.—What is your name, age and place of residence?

Answer.—My name is William A. Richardson, my age fifty-eight years, and I reside at Saucelito in Marin County in the State of California. I have resided in California thirty-one years.

Question 2.—What was your profession or business in early life?

Answer.—A sea-faring life. I came to California as first officer of a vessel.

Question 3.—What offices have you held in California?

Answer.—I never held any public office until 1835 when I was appointed Captain of the Port of San Francisco.

Question 4.—What year was it when you arrived in California, and at what particular place did you reside during the six or seven years next after your arrival?

Answer.—I arrived on the 2d day of August, A. D. 1822, and lived from that time until the year 1829 at the Presidio of San Francisco.

Question 5.—Was you married during that time, and if so, to whom?

Answer.—I was married on the 12th day of May, A. D. 1825, to the eldest daughter of Don Ignacio Martinez, the then Commandant and Commissary of the Presidio. He was in full command there at that time.

Question 6.—What was your employment or business while you resided at the Presidio of San Francisco from 1822 to 1829?

Answer.—I was employed generally in the Bay of San Francisco with launches, freighting for the Government and assisting the Commandante as Interpreter in the entering of foreign vessels into port. I also acted as pilot to such vessels. I also cultivated some small pieces of land in the neighborhood. During that time, I was once down the coast to San Diego with a small vessel, belonging to William Hartnell of Monterey.

Question 7. From 1822 to 1829 where was the anchorage for vessels after coming through the "Golden Gate," into the Bay of San Francisco?

Answer.—For merchant vessels, it was at the eastward of the fort, about three cables' length from the fort, in a small bay opposite the Presidio. They anchored at that place up to December, 1824. Whale ships used to go to Saucelito to anchor for the benefit of fresh water. From December, 1824, the merchant vessels came to anchor at the Yerba Buena Cove.

Question 8.—What was the reason of removing that anchorage?

Answer.—On account of the strong ebb tide, occasioned by the heavy freshet from the rivers, it being a very remarkable season for heavy rains. The old anchorage, by reason of this, was a dangerous one. The heavy freshet washed away the beach greatly and part of the land which the fort stands upon, and the vessels were very near being taken to sea.

Question 9.—Was there any communication made to the Governor of California in relation to the removal of the anchorage? If so, at what time, and by whose order?

Answer.—In 1828 orders came from General Eschendea, then Governor of California, to the Commandante of the Presidio, to obligate vessels to anchor at the old anchorage, at which the Commandante requested me to write a communication to the Governor, stating the impossibility of vessels anchoring at the old anchorage, as formerly. I made the communication as directed; in answer to which the Governor sent orders to the Commandante to permit vessels to anchor at the anchorage of Yerba Buena, and to be very particular in putting a guard on board of each vessel, and not to allow any private individual to locate on any pretence whatever in that vicinity; and from that time it was always considered the general anchorage for the Port of San Francisco.

Question 10.—Where did you go to reside after leaving the Presidio of San Francisco, in 1829?

Answer.—I went to the Mission of San Gabriel, near to the Pueblo of Los Angeles, where I resided until the early part of the year 1835.

Question 11.—What was your business at San Gabriel?

Answer.—I was employed superintending the building of a small vessel belonging to the Padres of the Mission, and I also sailed along the coast in the same vessel and also in other vessels belonging to the Mission. I went during that time a voyage to Callao, on the coast of Peru, and two voyages to

Mazatlan and San Blas. The vessel above mentioned was built in the creek on the Bay of San Pedro, the seaport of Los Angeles, and twelve or thirteen leagues from the Mission of San Gabriel. My wife and family during that time resided at the Mission of San Gabriel.

Question 12.—Was you during the time mentioned in your answer to the tenth interrogatory, often back and forth from the Bay of San Pedro to the Bay of San Francisco?

Answer.—I was.

Question 13.—When did you leave San Gabriel, and where did you then go to reside?

Answer.—I left there in May, 1835, and went to reside at the Yerba Buena.

Question 14.—State the circumstances under which you came to the Yerba Buena; upon whose application, and the object of your coming to Yerba Buena.

Answer—By the request of General Figueroa, who was at the Mission of San Gabriel in May, 1835. He requested me to come to Yerba Buena, to establish me as Captain of the Port of San Francisco, as he had seen a communication written by me in 1828, respecting the anchorage at Yerba Buena, and he wished to lay off a small settlement for the convenience of public offices at the anchorage of Yerba Buena.

Mr. Howard, Law Agent, objects to the above answer as to the contents of writings, without the production and proofs.

Question 15.—Did you comply with Gov. Figueroa's request in leaving San Gabriel and coming to Yerba Buena?

Answer.—I did.

Question 16.—Please state the manner you came, and in whose company.

Answer.—I came by land with my family, in company wirh General Figueroa. Sometimes he was a little ahead and sometimes I was, while we were on the way, until we got to the Mission of Solidad. At that place he left me and took the road to Monterey.

Question 17.—State what orders General Figueroa gave you in relation to founding a settlement at Yerba Buena, for the convenience of the anchorage.

Answer.—He gave me verbal orders to come to the Yerba Buena and await his orders, as he had to order a meeting of the Departmental Assembly to lay off the small village at Yerba Buena.

Mr. Howard objects to the testimony, and to any evidence by parol of orders from Figueroa to the witness, and of orders from the Departmental Assembly to Figueroa.

Question 18.—Did you come to Yerba Buena in pursuance of the directions of the Governor?

Answer.—I did.

Mr. Howard objects to the question as a leading one, and to the answer thereto.

Question 19.—When did you arrive at Yerba Buena?

Answer.—About the month of June the same year.

Question 20.—Where did you next hear from Mr. Figueroa?

Answer.—In the month of August following; not directly from him, but from one of the officers belonging to his Staff, Lieutenant Navareta.

Question 21.—What communication did he make to you?

Answer.—He ordered me immediately to go to Monterey, as the General wished to see me very much. It was a written order.

Mr. Howard objects to all testimony on the subject, without the production of the written order.

Question 22.—Did you go to Monterey, immediately after that?

Answer.—I went in about eighteen hours after I received the order.

Question 23.—Did you or did you not see Governor Figueroa when you arrived there?

Answer.—I did not see him alive; I saw him dead.

Question 24.—Who succeeded Governor Figueroa in the office of Governor after his death?

Answer.—Don José Castro. He was the first person I saw on my arrival.

Question 25.—Had you any conversation with Don José Castro at that time, at Monterey, in relation to your business at that place? If so, state what.

Mr. Howard objects to all evidence of conversation with Don José Castro.

Answer.—I did. He is still living. He first mentioned to me that General Figueroa was very anxious to see me, as he had made arrangements with the Assembly about laying off a small village at Yerba Buena ; as he particularly wished for me to get a lot for my habitation there, where he wished to establish me as Captain of the Port of San Francisco. At the same time Castro told me that I could not locate within two hundred varas of the beach for a private residence, as that was reserved for public offices. He was then Political Governor, but could not attend to any business until after the ceremonies of the funeral of General Figueroa were over, and then he would despatch me. I told him my family were entirely alone in a tent here at Yerba Buena, and wished him to permit me to return immediately to my family, until he had time to attend to laying off the town or village. He told me that I could return immediately, and that he would send up orders to the Civil Authority to lay off the village at Yerba Buena, and requested me to assist the Civil Authorities in laying it off, which I told him I would do.

Question 26.—Was the Departmental Assembly, or some of the members of it, at that time, in attendance at Monterey?

Answer.—They were there, but I do not know whether they were doing any particular business just at that moment. I came away directly.

Question 27.—When did you next hear from Monterey, and from whom?

Answer.—The first time I next heard from Monterey, was from Don Francisco De Haro, Alcalde, then residing at the Mission of San Francisco de Assis.

Question 28.—What did De Haro communicate to you, in regard to the establishment of the small village of Yerba Buena?

Answer.—He had a letter from the Political Government directing him to lay off a small village at Yerba Buena, and to give me the first one hundred vara lot after the village was laid off. But he could not then do it, because he had not the Ayuntamiento collected together. They were then scattered about. He requested me to be present when he laid it off, and required my assistance, and said he would let me know when he was ready to do it. I was then living in my tent on the hill, at the edge of the woods, within the limits of Yerba Buena. About two days after this, he collected the Ayuntamiento and came with them to my tent, and he told me he was then ready to lay off the village, and required my assistance in so doing. He told me his first orders were to reserve two hundred varas all along the beach opposite the anchorage, for Government offices.

Mr. Howard objects to the testimony in answer to interrogatory 28.

Question 29.—Please to state what the Ayuntamiento did at that time?

Answer.—They measured off two hundred "varas" from the beach, in a south-west direction, and then told me I could select some place out of that limit on the clear land as represented for my one hundred "vara" lot. I told them I wished to go a little higher up to the south-west from the foot of the hill. They then measured off another one hundred vara in the same direction. I told them I wished to locate my lot somewhere in that limit from the beach. The magistrate, Don Francisco De Haro, told me in presence of the Ayuntamiento, that he must have a starting point from the south-east, so that he could fix the lot. He then appointed the first sand hill to the south-east from where we were standing, as the south-east boundary. He than went to that first sand hill with the Ayuntamiento and I accompanied them; and he pointed the direction in which the streets must lay. He then told me that I could take the first one hundred vara lot from the starting point, or any one hundred vara lot in the direction to the north-west. He commenced measuring and measured off the first one hundred vara lots, and in measuring the fourth one, I wished to take one half of the fourth and one-half of the fifth lot, as these parts were just where it come on the cleared part of the plain, and left it more open. He told me he could not give me a half lot, but I might take any one complete one hundred vara lot any where in that direction. I selected the fifth one hundred vara lot from the starting point. He measured off more in that direction, but declared all the land in direction on that line to the waters of the bay on the north-west boundary for the small settlement of "Yerba Buena," and at the same time laid off the street in that same direction which he called "Calle de la Fundacion." and measured two hundred varas more from the south-west side of my lot to the south-west, running into the hills, which he called the south-west boundary—(being parallel to the street above named) of the small village of Yerba Buena. The south-east limits were three hundred varas from said street in a south-west direction from the commencement of the street, and from the same street in a north-east direction along the sand hill into the bay. The borders of the water from that point all around towards the north-west to what is now called the North Beach at the point where the south-west boundary came to the bay, formed the other boundary. The first two hundred varas measured off on the beach were reserved for government purposes.

(Mr. Howard objects to this question, as asking parole evidence of matters in writing, and to the answer for the same reason, and because it is irrelevant, hearsay, and statements of conversations between third parties, and in other respects illegal and incompetent.)

Question 30.—Please to state how far the south-eastern limit of the small settlement of Yerba Buena was from the south line of your one hundred vara lot.

Answer.—Four hundred varas to the south-east limits.

(Mr. Howard objects to this question because it assumes a fact, and also to the answer thereto.)

Question 31.—Did you make a plan or map, showing the limits of the small settlement of Yerba Buena. If yes, by whose direction?

Answer.—I did, by order of the magistrate, Don Francisco De Haro.

Question 32.—Look at the paper now here shown to you, marked "Exhibit No. 2," with the initials "A. F." annexed to your deposition given in case No. 280, and say whether it is the map made by you by order of De Haro, as above stated.

Answer.—It is the same.

Question 33.—Did you immediately after make a copy of the map. If so, by whose order and for what purpose?

Answer.—I made a copy immediately after by order of the

Magistrate, Don Francisco De Haro, to send to the Political Government.

Question 34.—Look at the document, now here shown to you, marked "Exhibit No. 1," with the initials "A. F." annexed to your deposition in Case No. 280, and say whether it is a letter which you received from José Castro, acting Governor of California, under date of the 20th October, A. D. 1835?

Answer.—It is. I received it about the latter part of October, 1835. It was delivered to me by Don Francisco De Haro, the Magistrate.

Question 35.—Are you acquainted with the hand-writing of José Castro? Have you seen him write?—if yea, is his signature to that letter his genuine signature?

Answer.—I have seen him write and am acquainted with his hand-writing. The signature to the letter is his genuine signature.

Question 36.—How long did you continue to live in the little settlement of Yerba Buena, after returning here in 1835?

Answer.—I lived here until the year 1841, the early part, when I went to reside on my farm at Saucelito, where I now live.

Question 37.—During that period of time were there any grants of land made in the settlement of Yerba Buena outside of the limits you have above stated, to your knowledge?

Answer.—Previous to the year 1841 there were no grants made outside those limits. (Mr. Howard objects to this question and answer, the grant not being produced.)

Question 38.—Did you continue to hold after moving to your farm, the office of Captain of the Port of San Francisco?

Answer.—I did. I held it until the latter part of the year 1844.

Question 39.—Did you ever know of any grants of land for settlement in the immediate neighborhood of Yerba Buena, outside of the limits above described, until after the Americans took possession.

Answer.—Not any.

(Mr. Howard objects to the question and answer.)

Question 40.—Are you acquainted with José Y. Limantour, and when and where did you first become acquainted with him?

Answer.—I am acquainted with him. I first became acquainted with him at my house, at the Saucelito farm, on the 9th day of November, in the year 1841.

Question 41.—How long did Mr. Limantour remain in this neighborhood, subsequent to that time?

Answer.—He remained here nearly a twelve-month. His vessel was cast away on the Point de Reyes. He hired a vessel and went to the point, to bring down the part of the cargo which was saved, and brought it down and put it in an old adobe house here, which formerly belonged to me, where he remained with it most of the time. He finally left here in a small schooner, which he bought of General Vallejo, about October, A. D. 1842.

Question 42.—Have you since that time had any further communication with the Mexican authorities about the limits of Yerba Buena, and the vacant lands in the neighborhood of it?—if yea, please to produce any correspondence or communication you have had on the subject.

Answer.—I have had a communication,—that which I now produce is it.

Witness here produces a paper purporting to be signed Manuel Jimeno and dated 14th January, 1843, and written in the Spanish Language, which paper is annexed to this deposition and marked " Exhibit No. 1., with the initials " A. F."

Question 43.—Are you acquainted with the hand-writing of Don Manuel Jimeno,—have you seen him write and is his signature to the letter that you now produce, his genuine signature?

Answer.—I am acquainted with his hand-writing, and have seen him,—this is his signature.

Question 44.—State by whose hand you received that letter?

Answer.—By that of the former Magistrate of San Francisco, Don Francisco De Haro.

Question 45.—About what time?

Answer.—About the latter part of January, A. D. 1843.

Question 46.—Did Francisco De Haro show to you at the same time a communication which he had received from the Government upon the same subject?

Answer.—He showed me a communication on the same subject addressed to him.

(Mr. Greenhow objects to this question and answer, the communication not being produced.)

Question 47.—Did you and Mr. De Haro answer the said communications, and did you accompany the answer with any map or plan? and if so, what?

Answer.—I answered the letter and sent a copy of the original plan which is here presented, marked "Exhibit No. 2," with the initials "A. F." and filed with my Deposition in Case No. 280.

(Mr. Howard objects to this question and answer.)

Question 48.—To whom did you send a copy of your map, as stated in your last answer?

Answer.—To General Micheltorena.

Question 49.—Did you write a letter in reply to the one addressed by you from Jimeno, annexed to this Deposition, marked "Exhibit No. 1," with the initials "A. F.," and if so, to whom did you address your reply?

Answer.—I answered the letter, and addressed it to General Micheltorena.

Question 50.—Did you see Mr. Limantour here in the harbor of San Francisco, subsequent to the fall of 1842? If so, state when.

Answer.—I saw him here in 1844, and again in 1847.

Question 51.—Have you had any other correspondence with any of the Mexican authorities, civil or military, in regard to vacant lands at the Yerba Buena? If so, please to produce it.

Answer.—I have. The paper now produced by me is a letter from General Vallejo. [The letter here produced by the witness purports to be a letter signed by M. G. Vallejo, dated Sonoma, Nov. 7, 1843, addressed to the witness and written in the Spanish language. The same is annexed to this deposition and marked "Exhibit No. 2," with the initials "A. F."]

Question 52.—Are you acquainted with General Vallejo's hand-writing? Have you seen him write? If so, state whether this letter and the signature are in his own hand-writing.

Answer.—I am acquainted with his hand-writing, and have seen him write, and this letter is in his own hand-writing, and so is the signature.

QUESTIONS BY MR. GREENHOW, ASSISTANT LAW AGENT.

Question 1.—Does the street, called by you Calle de la Fundacion, correspond in direction with any street in the city of San Francisco, at present.

Answer.—It does not correspond in location with any street. The new streets laid out in the south-east part of the town were nearly in the same direction.

Question 2.—Describe, as nearly as you can, with reference to the present streets in San Francisco, the position of the first sand hill, which you say formed the limit of the town of Yerba Buena on the south-east, agreeably to your plan.

Answer.—The first sand hill was between the streets now called California street and Pine street, and it was nearest to Pine street.

Question 3.—State the position, as nearly as you can, of the starting point of the Calle de la Fundacion at the sand-hills from which the lots were measured.

Answer.—That starting point is now the present corner of Pine and Kearny streets, but not quite so far south as Pine street. I could tell the place within a vara by going on the ground and measuring the distance from my lot.

Question 4.—What was the course or direction of the sand hills from that point towards the bay.

Answer.—About north-east.

Question 5.—When was the direction or course of the streets changed from the course laid down by you on the maps?

Answer.—They were first changed in 1839 by a survey made by Captain Vioget. They were surveyed at different times afterwards, but I did not take any particular notice how they were laid off after that.

Question 6.—Did you know or ever hear of any decree or order of the Territorial Deputation or Departmental Assembly adopting the plan and limits recommended by you for the town of Yerba Buena, or any other plan or limits?

Answer.—I never saw or heard of any except that which I have presented.

Question 7.—What was the most southern lot occupied by any individual in Yerba Buena in July, 1846?

Answer.—I do not recollect any further south than that occupied by John Fuller. That lot was located at the north of the

Calle de la Fundacion, near what is now Pine street, and a little to the northward and westward of that street.

QUESTIONS BY MR. HOWARD, LAW AGENT.

Question 1.—When did you first hear of the Limantour grant?

Answer.—In the early part of 1843 I first heard of this application for a grant.

Question 2.—When did Mr. Limantour first settle upon or occupy any portion of the grant?

Answer.—I never saw him occupy or settle on the land. He never built a house on it, nor occupied it, nor built any fence on it, as I ever saw.

Question 3.—Where does Micheltorena live, and where has he lived since July, 1846?

Answer.—I do not know. I think he lives about Mexico in some place. In 1852 he was living very near the city of Mexico.

Question 4.—Do you know whether Micheltorena has any interest in this Limantour grant?

Answer.—Not any that I know of, I never heard it mentioned.

Question 5.—Did you ever have any conversation with Limantour touching an interest of Micheltorena in this grant?

Answer.—No conversation whatever.

Question 6.—Have you never seen a draft drawn by Micheltorena, or in favor of Micheltorena, or by or in favor of Limantour, for a purchase or sale of a grant of land in California, and if so, what grant?

Answer.—I have never seen any.

Question 7.—Where has Limantour resided since 1846?

Answer.—I do not know where his residence is. In 1852 I saw him in his establishment in the city of Mexico.

Question 8.—What business was he engaged in at that time?

Answer.—He had a very large store of arms, and he represented to me that he was supplying the government with arms and ammunition. I saw him at his store.

Question 9.—Did he inform you how many years he had been supplying the Mexican Government with arms?

Answer.—He did not inform me exactly the time, but he said he had always been supplying them.

Question 10.—Do you know how many, or what years he had supplied them?

Answer.—I do not. I know that in the early part of the year 1844 he brought on arms to California for the Mexican Government.

Question 11.—Do you know any thing about his vessel being detained, or being himself arrested by an officer of the United States navy or army, on a charge of supplying the Mexican Government with arms in the year 1845, 1846, 1847, or 1848?

Answer.—I heard of his being arrested by an American vessel of war on the coast of California, during the war of 1846 or 1847.

Question 12.—What did Limantour say to you in regard to this arrest?

Answer.—He said that he had every satisfaction from it that he required. I think he said he got satisfaction from the United States Charge D'Affairs in Mexico.

Question 13.—During what year did he get this satisfaction?

Answer.—I do not know, he did not inform me.

Question 14.—What did he tell you about claiming the protection of the French Government as a citizen of France?

Answer.—He never told me any thing about the French Government in respect to protection.

Question 15.—During what years since 1843 have you seen Mr. Limantour in California?

Answer.—I saw him here in 1844 and in 1847, and again in the last part of 1852, and in the early part of the present year.

Question 16.—At whose house did you see Mr. Limantour in the city of Mexico?

Answer.—I saw him at his own store, and at his dwelling-house.

Question 17.—What conversation occurred at that time in relation to this grant of land?

Answer.—The first thing he asked me was, how the Commissioners were getting on, and then he said, " My lands are at the Yerba Buena, are they occupying them ? " I told him they were occupying them, and that he ought to be there to defend his lands, or send on his documents, as the Commissioners were in session. He said that his papers had no conditions at all, and that he could present them at any time when the Board was sitting. He said his documents were all substantiated by the proof of signatures by the United States Consul in the city of Mexico, or the United States Minister, and that he heard the Commissioners were very particular about it. He showed me his documents and opened them in his hands, but I did not examine them. He said his documents were all right, he was satisfied with them, though he heard the Commissioners were very particular in respect to signatures. I advised him to come on immediately with them, but he said he could not come then, but must wait until a packet arrived from France.

Question 18.—Did you see Abrigo in the city of Mexico in 1852, and if so, at whose house ?

Answer.—I never saw him in Mexico.

Question 19.—Did you see Micheltorena and Limantour together at that time in the city of Mexico ?

Answer.—I never saw Micheltorena in Mexico.

Question 20.—Did you borrow any money of Limantour in Mexico ?

Answer.—I borrowed no money of him. I paid him the amount I owed him, five thousand dollars.

Question 21.—How much money did you take to Mexico with you ?

Answer.—I took five hundred dollars, given to me by G. B. Post & Co. of San Francisco, and gave my note for three hundred more, which I borrowed in Acapulco of Don Marcus Batani, which my agent, W. P. Davis, paid after in San Francisco. It was paid two or three months after my return.

Question 22.—How long before you went to Mexico had you owed five thousand dollars to Limantour ?

Answer.—From the latter part of 1841 to the latter part of 1842, I had dealings with him, and was indebted to him in that sum.

Question 23.—Did you pay him that amount in the city of Mexico?

Answer.—I gave him my note of hand payable in San Francisco.

Question 24.—To whom was that note payable?

Answer.—To Bolton, Barron & Co. of San Francisco.

Question 25.—Did you pay the note to Bolton, Barron & Co.?

Answer.—I did not pay it to them. I was not here when it became due.

Question 26.—To whom and when did you pay it?

Answer.—I paid it to Limantour. I cannot tell the exact time, but it was some five or six months ago that I paid the last. I paid two thousand dollars first, and afterwards three thousand.

Question 27.—How did you pay it?

Answer.—In hard dollars, with my own hand.

Question 28.—Where did you pay it?

Answer.—The first two thousand dollars in my own house, and the last three thousand in the house of my son-in-law, Manuel Forres, which is near my own habitation.

Question 29.—Was any person present when you paid the first two thousand dollars?

Answer.—My wife was present. I do not recollect any body else, except Indian servants.

Question 30.—Who was present at the last payment?

Answer.—No one was present when I paid him the money. It was the office of my son-in-law. My daughter was in and out at different times, but whether she took any notice I cannot say.

Question 31.—Was the note endorsed by Bolton, Barron & Co.?

Answer.—I think not. I think it was endorsed by some person, I cannot recollect the name.

Question 32.—Did Bolton, Barron & Co. authorize you to draw on them for five thousand dollars, or for any sum?

Answer.—They did not.

Question 33.—How came you to make your note payable to Bolton, Barron & Co.?

Answer.—I gave the note to Limantour, he must have passed it to Bolton, Barron & Co. I did not know any thing about it until I got a note from them that it was due.

Question 34.—When Limantour showed you his grant in Mexico, did you examine his papers in relation to it?

Answer.—I took no notice of the papers. They were first shown to me in his hand, and I did not examine any thing.

Question 35.—Did you examine a map attached to the grant?

Answer.—I examined nothing belonging to the papers.

Question 36.—When did you reach the city of Mexico?

Answer.—I left San Francisco on the first day of June, 1852, and got back on the twenty-ninth day of July in the same year, and spent about eleven days in the city of Mexico. I was about eight days in going to Acapulco, and nine or ten from that place to the city of Mexico. I was two or three days in Acapulco. I was about seven days in returning from the city of Mexico to Acapulco, and spent eight or nine days in that place waiting for a steamboat, and we were about eleven days coming to San Francisco.

Question 37.—During what portion of the time spent by you in the city of Mexico was it, that you had this conversation with Limantour about his papers?

It was the first day that I arrived. This was the only conversation on that subject. I had other conversations with him on other subjects.

Question 38.—Who was present when Mr. Limantour showed you these papers?

Answer.—No one but him and me.

Question 39.—Had you ever seen these papers before?

Answer.—I never had.

Question 40.—Did Mr. Limantour invite you to look at those papers, or could you have examined them if you had chosen?

Answer.—He did not invite me to look at them, but he opened them and put them before me, and I could have examined them if I had wished; but I did not.

Question 41.—Did Mr. Limantour give you a description of the lands of which these papers purported to be a grant?

Answer.—He gave me no description more than I mentioned before. He said they were his papers of the Yerba Buena.

Question 42.—Did you have any knowledge at that time of the land of which these papers purported to be a grant?

Answer.—From information I had knowledge, but never saw this grant until that time.

Question 43.—Of what quantity of land had you information that he had a grant?

Answer.—The land from the South East limits of the village of Yerba Buena to the Mission, including Rincon Point, but I don't know what other limits.

Question 44.—Who gave you that information?

Answer.—The first persons who mentioned it to me, were Robert Ridley and Don Francisco De Haro.

Question 45.—When?

Answer.—De Haro, a very short time after Micheltorena had written to him and me for information respecting the unoccupied land in Yerba Buena, told me that Limantour had got a grant for the land. Ridley spoke to me about it in 1844, and again in 1847. Ridley often officiated for me as Captain of the Port when I was away, and Limantour was here in 1844, and also in 1847, and Ridley told me he was knocking up a great fuss about his lands. He told me this in 1844 and also in 1847.

Question 46.—Where is De Haro?

Answer.—He is dead.

Question 47.—Where is Ridley?

Answer.—He is dead likewise.

Question 48.—What was the object of your visit to Mexico?

Answer.—Private business. I heard from my son-in-law, that the law was going to be enforced not to allow any grants of land within ten leagues of the sea shore, and I said if that was so, my Saucelito property would be lost, but as to the grant which I had from the Mexican Government, for services rendered, lying on the sea coast likewise, I would go to Mexico to see if I could get from that government another grant in Lower California, in stead of it. I started for Mexico the next morning after my son-in-law told me.

(Signed,) WILLIAM A. RICHARDSON.

The signatures with which this deposition closes, from and including the 20th question, were propounded by Mr. Peachy for Mr. Howard, and without objection. Subscribed and sworn to before me at San Francisco, this 5th day of Sept., A. D. 1853.

(Signed,) ALPHEUS FELCH, *Comm'r.*

I, George Fisher, Secretary of the Board of U. S. Commissioners, to ascertain and settle the private Land Claims in the State of California, hereby certify the foregoing to be a full, true and carrect copy of a paper on file among the archives of said Board, and in my care and custody as such Secretary.

GEO. FISHER, *Secretary.*

Connected with the Deposition of Captain Richardson, is a letter written to him by Gen. M. G. Vallejo relating to a grant of land at Yerba Buena, and also referring to the fact that Señor Limantour was aiding Gen. Micheltorena with funds, and soliciting lands from the Governor at Yerba Buena. The reader will please to note particularly the date of the letter, (*November* 7, 1843,) and the fact that the Señor Castañares, for whom he solicits the information from Richardson in regard to the lands at Yerba Buena, is the same who was connected with the Government of California as Collector of the Customs at the Maratime Custom House at Monterey, the capitol of the Department.

I would also ask the attention of the reader to another document which is on file in case No. 280, on the Docket of the Honorable the Board of Land Commissioners, and annexed to the Deposition of Wm. A. Richardson, taken in that case.—Case No. 280 is the petition of the City of San Francisco for certain lands. The deposition of Richardson was taken by the Law Agent of the United States, against the claim of the city, and the document I refer to, and which is annexed to his deposition in that case, is the letter of Señor Don José Castro, Governor *ad interim*, dated at Monterey, Oct. 20th, 1835, and addressed to Captain Richardson. It is inserted here for reference and to show the relevancy of parts of Captain Richardson's testimony.

GENERAL VALLEJO'S LETTER.

Sonoma, Nov. 7th, 1843.

Señor Don Guillermo Richardson: — Esteemed Sponsor, (compadre); Señor Don Manuel Castañares writes to me requesting to inform him about the vacant lands existing in the "Yerba Buena," and particularly on the sea-beach; as Señor Don Manuel seems to be a little jealous of the extensive grants which Señor Don Manuel Micheltorena has made to other individuals, as you know Señor Castañares wishes to enjoy also the same rights that the foreigners do. You know that he has held several offices, and that to-day he is the Collector of the Maratime Custom House, and he wishes also to get something, as all the rest. He solicits to obtain a tract of a thousand "varas" long by two hundred "varas" wide, and besides fifty "varas" in the sea, the whole length to make a wharf.

It seems to me, sponsor, that this Señor works to have the Custom House brought to San Francisco—let us see. You know that always it was my project, that the Custom House should be removed to San Francisco, and I believe that my riend Castañares knows something, for he came from Mexico full of the projects of Bandini, Hisar, Pardrés and Aranjo, who, had they not fallen into disfavor, would have consummated said removal. However, we shall see how the thing goes. I for my part, don't think that the Custom House may remain in Monterey. Whether the lands be given to foreigners or natives, matters us little, after the object being obtained. But it would be far better that he should have such land in preference to other strangers as I came to understand.

I send you also the letter of Don Francisco Sanchez, about the subject, to whom I have written already as Alcaldé of the place, to state which are the vacant lands of such dimensions as you will see, he indicates to me the boundaries of a devil of a tract. I think that you know better of the grants made, so I hope you will have the goodness to give me your opinion, that I may write to Señor Don Manuel Castañares, about his solicitation to water privileges, which he is going to ask the Governor, following the example of Leese, Salvador, and the Russians,

&c.; also that you may give me an idea about the land, with a delineation of the sea-beach, although I think it be a foolishness to ask for since it is worth but little, it is deep bottom, there are so large rocks, that Capt. Steel on one or two occasions, got his vessel struck, while I was on board, and besides you know that at the very place there lay the wreck of the Spanish Brig of War, "San Carlos," which was cast away, I think, in 1812.

I believe that your statement about the subject will be of much weight in favor of Señor Castañares, and will be considered the best report as may be given, since by your practical knowledge as a resident of the place, you have been Captain of the Port many years, and this is of much consideration to the subject in question.

Also, I understand, that our friend, the well-known Limantour, who you will recollect wrecked on "Punta de Reyes," and whom we helped to save a part of his goods, with thousand troubles, has furnished large sums to General Micheltorena, and that if he does not intrigue, at least he endeavors to obtain some grants in that and other places, taking advantage of the poverty and scarcity of the revenue of the Treasury of the Department.

Finally, we should endeavor as a first point in view, to get and bring the Custom House to San Francisco—since from that, it will not only result a good to the country, but to ourselves particularly. I have sent the exposition made to the Government, printed here officially; and this, it seems to me, has opened the eyes of Señor Castañares, who has no property in Monterey. Besides, you know, that I have many friends in Mexico, and particularly the friendship of the President of the Republic, to whom, both privately and officially, I have written extensively; and according to my political and financial barometer at the Capitol, Señor Virmond, the thing takes a very favorable aspect.

Señor Castañares has told me in private conversation, that he thought of establishing a rancho here, and I offered to give him cattle, horses and Indians, in this way calculating upon his friendship, as we shall predispose him in our favor. The General himself is well disposed to foster the advancement of the country. I can operate, as you know, so efficaciously that almost I am able to assure you that the thing will be done.

This companion and friend wishes you prosperty.

(Signed) M. G. VALLEJO.

I, George Fisher, Secretary of the Board of the United States Commissioners to ascertain and settle private land claims in the State of California, certify the foregoing to be a translation of a Spanish document on file in this office, in case No. 548, José Y. Limantour, and under my charge and custody, as such Secretary.

Witness my hand this 22nd day of September, 1853.

(Signed) GEORGE FISHER, *Sec'y.*

GOVERNOR CASTRO'S LETTER.

Political Government ad Interim of the Upper California.

This Government conforming with the good desire of my predecessor, Señor Don José Figuerao, regarding the settling of a town in the place called "la Yerba Buena," and attending likewise to the statement made by you in the name of the residents of the port of San Francisco, the welfare of which I sincerely desire, I have approved the plan which you have formed for the commencement of said town, under which, and while other matters are being arranged as well for the system of civil authorities, it will be born in mind for the cases of granting lots to the individuals who may solicit them.

All which I state to you for your satisfaction, thuaking you for the services which gratuitously you propose to do in favor of those residents. God and Liberty.

(Signed) JOSÉ CASTRO.

Monterey, Oct. 20th, 1835.

To Señor Don Guillermo Richardson,
Captain of the Port of San Francisco.

I, George Fisher, Secretary of the Board of United States Commissioners, to ascertain and settle private land claims in

California, do hereby certify that the foregoing is a true and correct copy of a paper endorsed "Translation of Exhibit No. 1, A. F." annexed to deposition of Wm. A. Richardson, and filed in case No. 280, wherein the city of San Francisco is claimant, among the archives of said Board, in my care and custody as such Secretary.

Given under my hand this 22d day of Sept. 1853.

GEORGE FISHER, *Sec'y.*

The following deposition of Señor Don Francisco Arce is important. It shows the inception of the negotiations between Governor Micheltorena and Señor Limantour. The document referred to in the 3d Interogatory as "Exhibit No. 1," with the initials "A. F." annexed to the deposition of Wm. A. Richardson, is the original letter from Manuel Jimeno to Capt. Richardson, dated at Los Angeles, January 14th, 1843, seeking information in regard to the lands at Yerba Buena, which Señor Limantour proposed to purchase and to ascertain if they were vacant. Please to mark the answers of the witness to the questions in this deposition.

The document referred to in Question 5th, as "Exhibit No. 2," annexed to the deposition of W. E. P. Hartnell, is Governor Micheltorena's Letter to Señor Limantour, dated at Los Angeles, January 8th, 1843.

The document referred to in the 8th Question, as marked "Exhibit No. 4," with the initials "A. F." and annexed to the deposition of W. E. P. Hartnell, is the original deed from Governor Micheltorena to José Y. Limantour. The attentive reader who is anxious to learn the truth, will not fail to consider this testimony in connexion with these important documents referred to in it, and subject both to a rigid scrutiny and critical examination.

DEPOSITION OF FRANCISCO ARCE.

Office of the Board of U. S. Commissioners.

This day, before Commissioner Alpheus Felch, came Francisco Arce, a witness in behalf of claimant, José Y. Limentour, No. 548, who after being duly sworn, deposed as follows:

QUESTIONS BY GEN. JAMES WILSON, ATTORNEY FOR THE CLAIMANT.

Question 1.—What is your name, age and place of residence?

Answer.—My name is Francisco Arce, my age is thirty years, and I reside in Santa Clara County, in the State of California.

Question 2.—What offices have you held in the Government of California, and at what times?

Answer.—From April, A. D. 1836 to February, A. D. 1846, I was Chief Clerk in the office of the Secretary of the Departmental Government, the commission for which I now hold in my possession. I also acted as Secretary, *ad interim*, for a short time at Los Angeles, under a commission from Governor Micheltorena. Some papers are certified by me as Chief Clerk, and some as Secretary, *ad interim.*

Question 3.—Please look on the document now shown to you marked "Exhibit No. 1," with the initials "A. F." annexed to the deposition of William A. Richardson, taken and filed in this case, and state if you know in whose hand-writing the body of said papers is written, and the direction thereto, and in whose hand-writing the signature thereto is.

Answer.—I have examined the paper; the body of it is my own hand-writing, and the signature thereto is in the hand-writing of Manuel Jimeno. The address or direction at the bottom of the second page is in my own hand-writing. It is directed to William A. Richardson, Captain of the port of San Francisco.

Question 4.—At the time the said paper purports to be dated, was you a clerk in the office of Manuel Jimeno, and what office did Jimeno hold at that time under the government of California?

[Mr. Howard objects to this question.]

Answer.—I was clerk in the office of said Jimeno at that time, and he was Secretary of the Departmental Government of California.

Question 5.—Please look on the document now shown you, marked "Exhibit No. 2," and annexed to the deposition of W. E. P. Hartnell, heretofore taken and filed in this case, and state whether you know the hand-writing, both of the body and signatures thereof.

[Mr. Howard objects to the proof of the document as a mere private paper.]

Answer.—I have examined them; the body and signature are both in the hand-writing of Manuel Micheltorena.

Question 6.—Are you acquainted with José Y. Limantour, and if so, when and where did you first become acquainted with him?

Answer.—I knew him and first became acquainted with him at Monterey, in 1840 or 1841, I cannot distinctly recollect which. He was then captain of a merchant schooner, under the Mexican flag.

Question 7.—Did you see said Limantour at Los Angeles in January, 1843, and do you know whether he had any business with Governor Micheltorena at that time? if so, state what that business was, as far as you know.

[Mr. Howard objects to this question.]

Answer.—I saw said Limantour in Los Angeles, but cannot state exactly the time. I believe it was about the time above mentioned. He had business with Governor Micheltorena at that and several other times. His business with Governor Micheltorena was that of furnishing the Governor for the use of the troops, with money and goods, provisions and other things required for them, which acts are public and notorious in California.

Question 8.—Please to look on the document now shown to you marked "Exhibit No. 4," and also with the initials "A. F.," and annexed to the deposition of W. E. P. Hartnell, heretofore taken and filed in this case, and state whether you recognize the hand-writing of the body of said papers, and of the signatures thereto—and if so, state in whose hand-writing they are?

[Mr. Howard objects to this question as to the form in which it is put, and also to the competency of the paper offered to be proved as evidence of title.]

Answer.—The hand-writing of the body of the paper is that of Captain Marciel, as I believe, who was one of the clerks in the office of the Commandante General Micheltorena, and the signature thereto is the signature of Manuel Micheltorena, Governor and Commandante General. It is the signature which he used and was in the habit of using.

Question 9.—State if you know whether any answer, accompanied by any plat or map, was received by the Governor or the Secretary, to the letter which you have before stated was written in your own hand-writing, and signed by Manuel Jimeno?

[Mr. Howard objects to this question.]

Answer.—I do not recollect, but I believe that there was.

QUESTIONS BY MR. HOWARD, LAW AGENT.

Question 1.—Have you any recollection of the paper above mentioned, marked "Exhibit No. 1," other than that which you received from its having been shown to you within a recent period?

Answer.—I recollect the paper very well.

Question 2.—Do you recollect the paper from any other circumstance than the appearance of the paper and the handwriting?

Answer.—I do recollect it.

Question 3.—From what circumstances do you recollect it?

Answer.—I recollect from the circumstance of being engaged in other business. Mr. Limantour came frequently to the office and molested me on the subject, to be despatched in order to leave in his vessel.

(Signed) FRANCISCO ARCE.

Subscribed and sworn to before me, this nineteenth day of September, A. D. 1853.

(Signed) ALPHEUS FELCH.

I, George Fisher, Secretary of the Board of Commissioners to ascertain and settle the private land claims in California, do hereby certify that the foregoing is a true, correct and full copy of the deposition of Francisco Arce, filed in case No. 548, (wherein José Y. Limantour is claimant) among the archives of said Board, and in my care and custody as such Secretary.

Given under my hand, at the city of San Francisco, this seventeenth day of October, A. D. 1843.

GEORGE FISHER, *Sec'y.*

Office of the Board of U. S. Commissioners, &c.

This day before Commissioner Alpheus Felch, came José Abrego, a witness in behalf of claimant José Y. Limantour, No. 549, who after being duly sworn, deposed as follows:

QUESTIONS BY GENERAL JAMES WILSON, ATTORNEY FOR CLAIMANT.

Question 1.—What is your name, age and place of residence?

Answer.—My name is José Abrego, my age forty years, and I reside in Monterey, California.

Question 2.—Are you acquainted with José Y. Limantour? If yea, when did you first become acquainted with him.

Answer.—I am acquainted with him, and have known him a little more or less, since the year 1841.

Question 3.—What office did you hold in California during the time of Governor Micheltorena's administration here?

Answer.—I was Commissary, and as such had charge of the accounts.

Question 4.—Do you or do you not know of José Y. Limantour furnishing money, goods and supplies, to Governor Micheltorena, for himself and his troops, and for the support of his administration while Governor of California?

Answer.—Said Limantour did at different times furnish Micheltorena and his Officers with goods and money, and at one time, Mr. Thomas O. Larkin received from Limantour, by order of Micheltorena, some thirty thousand dollars, a little more or less, which said Larkin distributed according to Micheltorena's orders.

Question 5.—What amount did said Limantour furnish to Micheltorena in all?

Answer.—According to an account presented by Micheltorena himself to this deponent, in order that he might remit the same to Mexico, it appeared that he had received from Limantour in all, eighty thousand dollars or thereabouts. That account was liquidated by an order on the Government of Mexico, in favor of said Limantour, for some sixty or sixty-six thousand dollars, and the balance was retained by said Micheltorena, in payment for certain lands granted to said Limantour, in Upper and Lower California.

Question 6.—In stating your accounts to remit to the Government of Mexico, were the facts mentioned in your last answer, entered upon it.

Answer.—The accounts belonging to the Commissary's office, embraced the amounts distributed by the Commissary himself, but the accounts of Micheltorena embraced the sums received by Micheltorena himself, and of which he himself rendered an account. The Government of Mexico required me, as Commissary, to send the accounts of Micheltorena to them at Mexico; and I sent the original account, with such explanations as I thought fit. I sent with the account also a certificate of Thomas O. Larkin, of the amount received by him from Limantour.

Question 7.—During the time of Governor Micheltorena's administration in California, had he, to your knowledge, any other source upon which to rely for money, goods or supplies, except on the said José Y. Limantour.

Answer.—Yes; he received funds from the Custom House at Mazatlan, from the Custom House at Monterey, from different merchants, and amongst others from Larkin, to whom he remained indebted ten thousand dollars. He received about one hundred and twenty thousand dollars from the Custom House at Monterey.

QUESTIONS BY MR. GREENHOW, ASSOCIATE LAW AGENT.

Question 1.—Have you any account books or papers relating to your office as Commissary, which support or establish what you have stated with regard to advances made by Mr. Limantour?

Answer.—I have none in my possession. The Commissary's accounts were kept by debit and credit entries, in books destined to that purpose; but the accounts of Micheltorena were handed to the Commissary by Micheltorena himself, on separate strips or pieces of paper, showing the different amounts which he had received, and which he had paid out. I remitted to Mexico the original receipts and papers given to me by Micheltorena, addressed to the General Treasury.

Question 2.—How did you know that lands were granted to Limantour by Micheltorena, in return for supplies advanced as already stated by you?

Answer.—I know it from Micheltorena's own account, in which the fact was stated.

Question 3.—Did you know any other foreigner having received lands from Micheltorena, in return for supplies?

Answer.—I do not know of any such.

(Signed) JOSÈ ABREGO.

It is agreed that this deposition be read and considered in case No. 715.

(Signed) J. WILSON.
(Signed) ROBERT GREENHOW, Ass't Law Agent.

This testimony was given in the Spanish language, Wm. E. P. Hartnell acting by consent of the Attorneys on both sides, as interpreter, having first been duly sworn by me for that purpose.

Subscribed and sworn to before me at San Francisco, this twenty-ninth day of September, 1853.

(Signed) ALPHEUS FELCH.

I, George Fisher, Secretary of the Board of United States Commissioners to ascertain and settle the private land claims in the State of California, hereby certify that the foregoing is a full, true and correct copy of a paper on file among the archives of said Board, and in my care and custody as such Secretary.

Witness my hand this 25th day of November, 1853.

GEORGE FISHER, *Sec'y.*

The documentary evidence, with the testimony of witnesses, which up to this time has been taken in support of the claim of Señor Limantour, has now been laid fully before the public in the foregoing pages.

It is proper here again to refer to the condition of political affairs in California and in Mexico at the time the grant of these lands was made by Governor Micheltorena to Senor Limantour. Governor Micheltorena was sent into California to quiet the political elements, which had been seriously disturbed, and to bring back the Department of Upper California to a firmer union with Mexico.

For some time prior to his appointment, Mexico herself had been subject to serious civil commotions, and frequent successions of revolutionary governments had occurred in that country. Those contests, however, were brought to an end by what is known as the Basis of Government established at Tacubaya, and the election of His Excellency Señor Don Antonio Lopez de Santa Anna as Dictator.

That basis of Government was established on the 28th of September, A. D. 1841, and ratified on the 6th of October, 1841. (*See the first volume of the Observador Judicial, page* 7.) The 7th article of that Basis of Government is as follows: — "The "powers of the Provisional Executive are all those necessary "for the organization of all branches of the Public Administra- "tion."

Thus full power had been conferred upon His Excellency, Santa Anna, and he continued in the uninterrupted exercise of it until near the close of the year 1843, and still retained, substantially, the executive power of the Mexican nation until the year 1844. The Mexican federation was broken up in 1835. The States were reduced to Territories, and the Territories created into "Departments." It was not until the year 1846–7 that the federative system with the Constitution of 1824 was restored. The full powers of the Provisional Executive, held by His Excellency, Santa Anna, was conferred, by him, upon Governor Micheltorena in reference to the Californias, by his letter of instructions, dated February 11th, 1842, a translation of which is here inserted, as follows:

"Most Excellent Sir: His Excellency the President *ad interim* being desirous that the Department of California should take advantage of all the resources which it possesses for its prosperity, for placing itself in a state of defence, and for acquiring that happiness which nature itself invites her to take possession of; and bearing in mind the disturbances which have taken place in the country, and which, on account of the distance, the National Government has not been able to avoid; the situation in which Your Excellency will be placed and the measures which you will have to adopt, and which will not produce the desired effect if you wait for the proper time to put them into execution, for there are matters which do not admit of the least delay, and in the persuasion that Your Excellency will not abuse your powers but that you will exercise them for the welfare and service of the inhabitants of that interesting and fertile Department which the Supreme Government has placed under your charge and responsibility, he (the President) has been pleased to grant to Your Excellency over and above the attributions assigned to you by the existing laws and regulations, as Govornor, Commandant General and Inspector, all the powers which the Supreme Government can confer upon you, in order that by virtuue thereof you may remove from office all such civil and military officers dependent on said Government who shall not fulfil their duties or act up to the confidence reposed in them by the same, and fill their situations by appointing worthy citizens who shall take their places and enter upon their duties, but with the understanding nevertheless that you report to Government the motives of your proceedings for its approbation. The views of the Supreme Magistrate do not only refer to Upper California, but extend likewise to Lower California, where certain seditious movements have appeared, which being fomented by hidden enemies, it has caused some foreigners to take part when their very quality of foreigners prohibits them from intermeddling in domestic strife; and as the President is resolved to protect the troops, authorities, and citizens of said Peninsula, he has determined that your military command shall likewise extend to Lower California as well as the civil command, separating it from Sinaloa, and the Commandant General of the Department of Sonora and Sinaloa will continue to furnish you with the resources and assistance which you may require for the purpose of securing peace, furnishing the troops, providing for the wants of the citizens and enabling you to provide for the prosperity and happiness of the whole Department. Although the first article of the law of 2d November, 1839, derogated the articles of that of the 18th February, of the same year which subjected the subordination of the staff of the army, and the 13th article of the first mentioned decree merely leaves the Commandant General of the East and West with the former attributions of Inspector which they possessed in the Companies of Presidios, His Excellency the President has determined that your powers shall extend as Inspector to the permanent Batalion of California and that you take charge of all the mechanism thereof and report to the staff of the army. You will become acquainted with the good or bad management of the Maritime Custom Houses of both Californias; you will have to examine the situation of all the Missions with respect to their management, improvement and state of accounts; you will have to proceed to the inspection and reorganization of the Companies of the Presidios, and in all cases (were you not to act) the evil would have to remain until Government could resolve. The Supreme Government trusting in your justice and activity, desires that you should meet with no obstacles, and therefore the powers conferred upon you are made extensive to those branches and to all others which may conduce to the welfare of the country, including amongst others, the administration of the Post Office Department, Colonization, the establishment of Presidios, the improvement of Ports, the safety of Towns, the civilization of wild Indians, the education of youth, the opening of roads, the furtherance of the arts, the protection of agriculture and commerce, the establishment of houses of correction, and the establishment of Towns.

You know the views of the Supreme Government, and are well aware that being a friend to improvement it merely desires the union of Mexicans, and that the community in general may enjoy the protection of the laws, be obedient to their authorities, understand that it is our duty to procure the welfare of every one and avoid that all others be injured. I therefore will not detain myself by recommending you to propagate these principles, and will merely mention that when the Supreme Magistrate dictated his instructions, he wished to manifest to you his esteem, and the importance of the command he has confided to you, and to assure the inhabitants of California that the present administration desires their happiness, disavows all apathy, and is ready to impart to that Department all the resources which it may desire and be able to furnish it.

I communicate this to Your Excellency for your satisfaction. God and Liberty. Mexico, 11 February, 1842.—Tornel.—To General Don Manuel Micheltorena."

I also think it proper to insert here the translations of a few sections of a general decree issued and published by His Excellency Santa Anna, on the 14th day of March, A. D. 1842, in relation to the right of foreigners to take and hold property in lands in any of the Departments of Mexico.

The entire decree may be found in the book entitled "Ordenanzes de Tierras y Aguas," at pages 64, 65, 66 and 67.

"Article 1.—Foreigners established and residing in the Republic, may acquire and possess town and country property by sale, adjudication, denouncement, or any other title established by law." Article second, allows foreigners to acquire property in mines, &c.

Article 8, relates to the sale and transfer of property acquired by foreigners.

"Article 9.—These provisions do not comprehend the "Departments on the frontiers or boundaries of other nations, "respecting which special laws of Colonization will be issued, "and no foreigner shall ever be entitled to acquire property "therein without the express permission of the Supreme "Government of the Republic."

That express provision Señor Limantour did procure, as fully shown above.

It has not been required of me, by my client, in the preparation of this pamphlet, to write out an argument, either upon the law or the facts of the case. That is to be done before another tribunal. In the conclusion of my labor upon this statement, I cannot forego the remark that this case has now been in my hands full ten months. The best powers that I possess have been faithfully, diligently, and I may say anxiously applied to its investigation.

If it is a false, fraudulent, or a simulated claim, there is not a man in this community more desirous to know it than the humble individual who now writes this sentence. I hope I have too much self respect, and too high a regard for common honesty, to prosecute a false or fraudulent claim.

With a perfect knowledge of all the papers and documents in the case; a careful consideration of all the testimony taken, I am constrained to say, and I do most conscientiously say, that there is not, and in my firm belief there cannot possibly be, the slightest indicia of fraud in it, or in any way connected with it. "Fraud is to be proved, not inferred."

The claimant, Señor Don José Y. Limantour, comes here from the city of Mexico, where he resides, and where he has had his home for the last ten years of his life. He brought with him testimonials of high character and integrity from persons of the highest official positions in the Government of Mexico, and the representatives of other nations resident near that Government. He has been here, at this time, well-nigh a year, and is known to a great many of the older residents of California, native and foreign. His case was presented before the Honorable the Board of Land Commissioners to ascertain and settle private land claims, in February last. His documents have been open for examination and inspection, and they have been thoroughly examined and scrutinized by sagacious men having deep interests at stake, and learned lawyers ready for liberal fees; and hitherto, not a shade of doubt has been cast upon any of the documents; not a particle of testimony taken to throw a cloud, or the shadow of a cloud, upon his claim. How then can I doubt its validity? What honest, disinterested man can doubt it? If not valid, what becomes of human testimony to establish rights to property?

Governor Micheltorena was here as Governor of California, with full powers from the Supreme Government of Mexico. Mexico owned the lands; Governor Micheltorena was distressingly in want of Señor Limantour's money and goods. He says so to Señor Limantour, and states distinctly to him, that he has ample powers to give him lands in exchange; the negotiation is completed; Limantour delivers his goods and his money upon that assurance; Micheltorena delivers his deed upon that consideration, conveying a full, absolute, unconditional title; the deed is taken to the Supreme Government at the city of Mexico, clothed as it was, and exercising as it did, *de facto*, absolute powers, and that Supreme Government endorses its full, absolute, unqualified approbation upon the deed of grant. Say *that deed* of grant is not valid! *Never—never!* It cannot be so said without rushing rough-shod and blindfold over all the facts in the case, and all the law and equity in christendom.

JAMES WILSON,
Attorney to J. Y. Limantour.

San Francisco, Nov. 28, 1853.

Since the foregoing sheets were put to press, an additional deposition has been taken in support of SEÑOR LIMANTOUR's claim. The binding of the pamphlet has been stopped, that the deposition may be printed and bound with what preceeds.

J. W.

December 1, 1853.

Office of the Board of U. S. Land Commissioners,
San Francisco, Nov. 30th, 1853.

On this day, before Commissioner Alpheus Felch, came Victor Prudon, a witness for the claimant, José Y. Limantour, petition No. 548, and being duly sworn, deposed as follows:

QUESTIONS BY GENERAL JAMES WILSON, ATTORNEY FOR CLAIMANT.

Question 1.—What are your name, age, profession and place of residence?

Answer.—My name is Victor Prudon. My age, forty-four years. My place of residence is San Francisco, in California. Before the taking of the country by the Americans, I was Lieutenant Colonel of the Mexican Army. I was also at one time Secretary of the Civil Government, and at another, Secretary to the Military Department in California. I have been a resident of California since 1834.

Question 2.—Are you acquainted with José Y. Limantour—If yea, where and when did you first become acquainted with him?

Answer.—I am acquainted with him. I first knew him some time about the fall of 1841, here at Yerba Buena, after his shipwreck at Punta del Reyes.

Question 3.—What was Mr. Limantour engaged in or doing at that time?

Answer.—He was known here as the Captain of a Mexican vessel, and the owner of said vessel and cargo. From that time (1841) until 1847, he made several voyages between Mexico and the coast of California in the same character, exchanging his goods for hides and tallow, as was customary in the country, and then selling the hides and tallow to the American ships for cash.

Question 4.—Do you know anything about advances of money, sales of provisions or merchandise by said Limantour to Micheltorena, Governor of California, in the years 1843 and 1844?—If yea, state all the circumstances and your means of knowledge.

Answer.—I know Captain Limantour made several advances of money and sales of provisions and merchandise to the Government of California in 1843 and 1844, and I remember particularly these circuustances: at the latter part of 1842 and beginning of 1843, I was at Los Angeles with General Micheltorena, whom I conducted there from Mexico in virtue of a special Military Commission, with which I was invested by the Commander in Chief of California, General M. G. Vallejo, with the object of obtaining from the Supreme Government of Mexico a sufficient force to protect and defend this country against any foreign invasion. General Santa Anna, who was then President of the Mexican Republic, on my representation, ordered the expedition of General Micheltorena, whom I conducted under orders with five hundred men to Los Angeles, where we established provisionally our head-quarters; awaiting meanwhile, the arrival from Mazatlan of stores, money, provisions, &c. Some three or four months having elapsed without the arrival of the expected supplies, the troops being in a complete state of destitution, that occasioned amongst them an alarming discontent and frequent desertions, General Micheltorena sent me to San Pedro with a letter directed to Captain Limantour, for the purpose of obtaining from him the money and supplies which we in vain expected from Mazatlan, and solicited at Los Angeles. Captain Limantour accompanied me back to head-quarters at Los Angeles, and there and then made arrangements with Governor Micheltorena for furnishing him with the money and supplies that he wanted. This was in 1843.

In 1844, I knew officially, of other supplies made by Limantour to Governor Micheltorena at Monterey.

Question 5.—Please to look on the paper now exhibited to you marked at the top with the initials " A. F.," endorsed on the back " Exhibit No. 2," and annexed to the deposition of W. E. P. Hartnell, heretofore taken in this case, and purporting to be an original letter from Governor Micheltorena to José Y. Limantour, dated at Los Angeles on the 8th day of January, 1843, and state whether you have seen said letter before, and explain all you know about it.

Answer. I have looked on said document. This same letter I carried from Los Angeles to San Pedro. It is all in the hand-writing of Micheltorena himself. I recognize the letter because I read it to Limantour at his request, as at that time he was very imperfectly acquainted with the Spanish language. I carried the letter to said Limantour at the time before mentioned.

Question 6. Do you or did you know of any grants of land made by the Mexican Government in California, or Governor Micheltorena to Mr. Limantour? If yea, state what lands were so granted, the circumstances under which they were granted, and your means of knowledge in relation thereto.

Answer. What I know is that in discussing the letter of Micheltorena, above mentioned, I learned that Limantour intended to ask all the vacant land between the Yerba Buena and the Mission of Dolores, and another tract about the Presidio. The idea made me laugh, and I advised him to ask at the same time the privilege of monopolizing the wind and sand. Then I knew that the idea was not his own, but suggested to him by Mr. Duflot De Mofras, who visited California invested with a Scientific and Political Mission by the French Government, and who then said that those lands should before long acquire an immense value. I then objected to Limantour, that notwithstanding the promise of Governor Micheltorena in his letter, I did not know how he, Limantour, being a foreigner not naturalized, could hold lands in the Mexican Territory. We made a bet on the subject, and when the case was submitted to General Micheltorena, he (Micheltorena) convinced me by showing me a decree of Santa Anna, in the year 1842, allowing to foreigners the right to hold real estate in the Mexican Republic. Said decree I did not know before. After that I translated into Spanish, at the request of Limantour, a petition that he had written in French, asking for the vacant lands between Yerba Buena and the Mission of Dolores, and another tract about the Presidio. Said petition, rendered into Spanish by me, was transcribed by Limantour and so presented to Governor Micheltorena, and I recollect to have seen the same some time afterwards in the Secretary's office, with a decree of General Micheltorena, granting to Limantour said lands and ordering the issue of titles.

Question 7. You say you laughed at Limantour's idea of purchasing the lands referred to in your last answer. Please to state the condition of those lands—what were they fit for, and what was their value at that time?

Answer. The only value they had then was the wood which was on them, and which was good for firewood or charcoal. They were hilly, sandy, and covered with bushes and trees; a part of the land was in that condition, and the other part contained low lands, marshes, lagoons, and corrupted water throughout the year. There was no improvement on any portion of the land.

Question 8. Please to state the time when you came to live in Yerba Buena, and how long you continued to reside at that place.

Answer. I lived in Yerba Buena from 1839 until 1841, inclusive.

Question 9. What was the extent or the dimensions of the place called Yerba Buena, at that time? and the number or amount of the population?

Answer. The extent was about five or six hundred varas in breadth, from Leese's house to Spear's house, and about twelve hundred varas in length, from Fuller's house to Juan Brione's house, which dimensions corresponded nearly to the space included between Stockton and Montgomery streets and between California or Pine street and Green street. The population amounted to about twenty inhabitants, of whom one only was a Mexican by birth, that was Juan Briones.

Question 10. What do you know, if any thing, of there having been a Pueblo where San Francisco now is?

Answer. I never knew that there was anything here but a little hamlet of the description above given. There was never in Yerba Buena a Municipal Hall nor a Parochial Church, two things very essential in the Mexican Pueblo; and I never heard the place of Yerba Buena called otherwise than Yerba Buena, or Loma Alta, whilst it was always customary to say the Pueblo of San José, the Pueblo of Los Angeles, &c.

Question 11. Do you know anything of a survey having been made of Yerba Buena? If yea, when and by whom?

Answer. I recollect that there was a survey and map of Yerba Buena made by Capt. Vioget. I think it was in the latter part of 1839 or beginning of 1840, when Francisco Guerreno was Sub Prefect and residing at the Mission of Dolores. The limits of that map, which I have seen several times, correspond very near to those which I have described.

Question 12. How long did you continue in the service of the Government, and near the Governor, after coming into California with Governor Micheltorena? and in what capacity?

Answer. I remained in the service of Mexico until 1846, when I was made prisoner by the Americans at Sonoma. I remained with Micheltorena until about the middle of 1843, acting as Secretary of the Military Department, and then I was sent to Sonoma, where I was Commandante of that post until 1846, and in the exercise of my service, had frequent occasions to go to Monterey and confer with General Micheltorena.

Question 13. Please to look at the document now exhibited to you, marked with the initials "A. F.," Exhibit No. 4, annexed to the deposition of Wm. E. P. Hartnell, heretofore taken and filed in this case, purporting to be the original deed from Governor Micheltorena to José Y. Limantour of the lands claimed in this case, and say whether you recognize the handwriting of the body of said deed? if yea, state whose it is.

Answer. I have looked on said document. I think it is the hand-writing of Captain Maciel, then a Captain in General

Micheltorena's expedition. It is not in the hand-writing of any of the Clerks at the Government office; but it was customary when they were pressed with too much writing, for some other person employed in the service to render them aid, and Maciel was often employed in that capacity. The signature to the document I believe to be Governor Micheltorena's.

QUESTIONS BY MR. GREENHOW, ASSOCIATE LAW AGENT.

Question 1. Who was the Secretary of the Civil Department under Governor Micheltorena during the winter of 1842–3?

Answer. General Micheltorena had no Civil Secretary until he arrived at Monterey, which was, I think, about the latter part of 1843. After he arrived there Manuel Jimeno was his Civil Secretary. The business of the Civil Department was performed by either of the officers who had the best hand-writing, or was the most capable of writing properly, until Jimeno assumed the duties.

Question 2. What was Manuel Jimeno's business at Los Angeles, during the winter of 1842--3?

Answer. He went there as the Governor *ad interim* to put General Micheltorena in possession of the Government to which he was appointed by Mexico. I do not know how long Jimeno remained at Los Angeles, but it was only a short time.

Question 3. Did Governor Micheltorena pay Mr. Limantour for the supplies furnished to him in any other way than by grants of land?

Answer. I only know that General Micheltorena gave to Limantonr some drafts or orders against the Custom House at Mazatlan; but I do not know whether they were paid or not. I know that the Custom House at Mazatlan had orders from the Government of Mexico to pay Limantour eight thousand dollars a month during the time Micheltorena should remain in California.

Question 4. Did you see Mr. Limantour in Yerba Buena after the period last mentioned? if so, when?

Answer. I have seen him several times since then at Sonoma, Yerba Buena, and Monterey. I cannot tell positively or separately the dates when I saw him at either of those places.

Question 5. Did you see him at either of those in the summer of 1847?

Answer. I saw him at Yerba Buena some time in the year 1847.

Question 6. Do you recollect whether Mr. Limantour in 1847 spoke in any manner publicly of his title to lands in or near this place?

Answer. I cannot recollect.

Question 7. Was any part of the land now claimed by Limantour at this place then occupied under grants from the authorities of this City?

Answer. In the first place I do not know exactly which lands Mr. Limantour claims, but no part of the land between the dimensions of Yerba Buena, as I have above described them and the Mission of Dolores was then occupied, nor ever granted to or solicited by any body else to my knowledge.

Question 8. Did you see Limantour in California from 1847 until within the last year?

Answer. I did not.

QUESTIONS BY GENERAL WILSON.

Question 1. Was it known to the prominent men in California that the lands near the Yerba Buena and the Presidio had been granted to Limantour by Governor Micheltorena?

Answer. I believe that it was known by all the principal persons, and I am sure that it was known by several of the principal persons of California. It was known to Micheltorena and many officers of his expedition. It was also known by Alvarado, José Castro, Jimeno, Gaudalupe, and Salvador Vallejo, Arce, Sanchez, myself and some others. The Sanchez meant now lives at Monterey, and was one of Micheltorena's officers.

(Signed) VICTOR PRUDON.

Subscribed and sworn to before me, this 30th day of November, 1853.

(Signed) ALPHEUS FELCH, *Commissioner.*

I, George Fisher, Secretary of the Board of U. S. Commissioners to ascertain and settle the private land claims in California, do hereby certify that the foregoing is a true, correct and full copy of a paper on file among the archives of said Board, and in my care and custody as such Secretary.

Witness my hand, this 1st day of December, A. D. 1853.

GEORGE FISHER, *Sec'y.*

STATE
K BINDERY.
1889.